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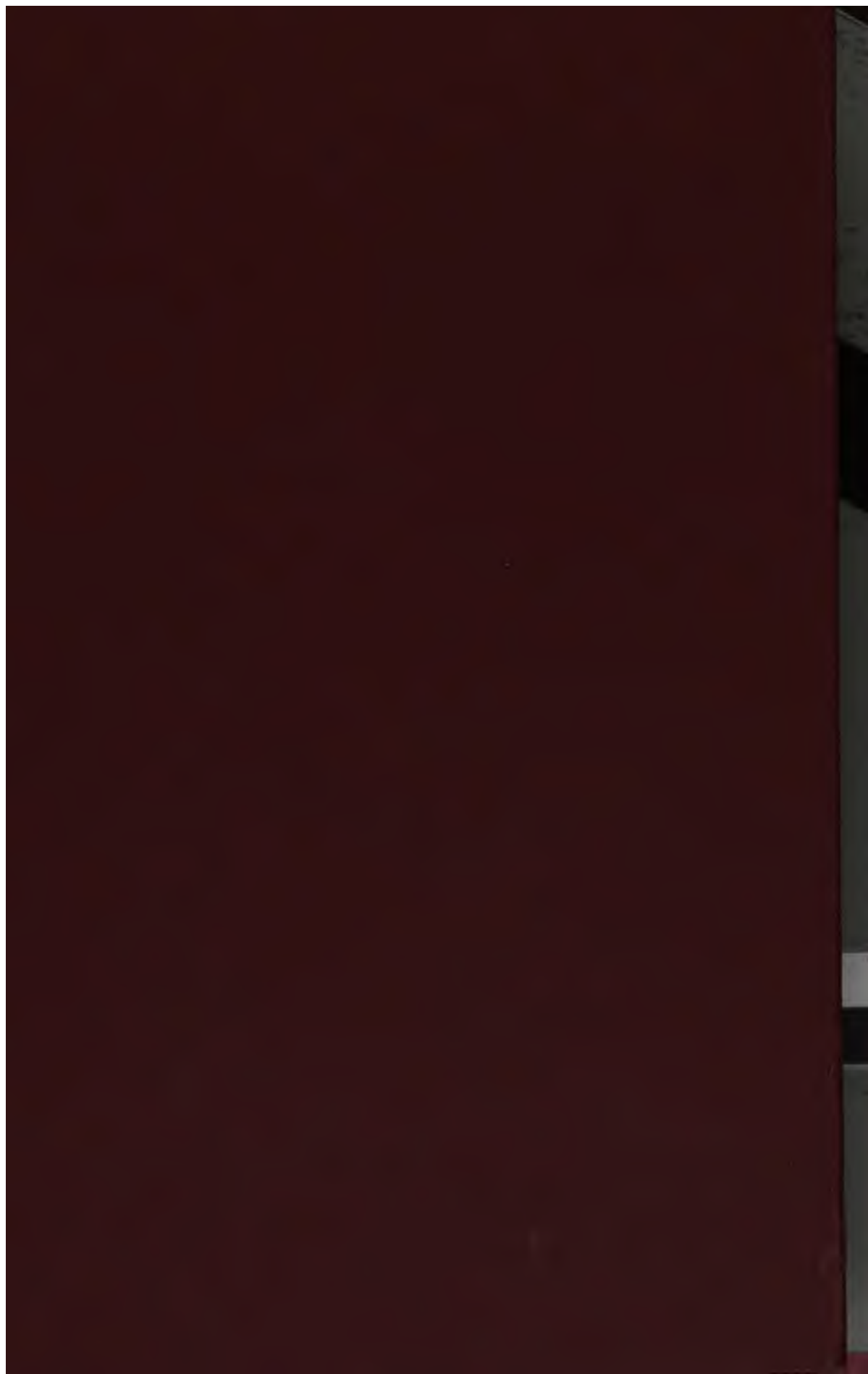
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JAMES GRANT WILSON  
ISAAC TOWNSEND SMITH  
EDWARD F. DE LANCEY  
WILLIAM L. STONE

*December, 1897*



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THE RECORDS OF  
NEW AMSTERDAM

FROM 1653 TO 1674 ANNO DOMINI

EDITED BY  
BERTHOLD FERNOW

MEMBER AMERICAN HISTORICAL ASSOCIATION; HONORARY RESP.  
CORRESPONDING MEMBER NEW YORK GENEALOGICAL SOCIETY, HISTORICAL SOCIETIES OF NEW YORK, PENNSYLVANIA, NEW JERSEY, VIRGINIA; BUFFALO, N. Y.; WATERLOO, N. Y.; AND DALLAS, TEXAS.



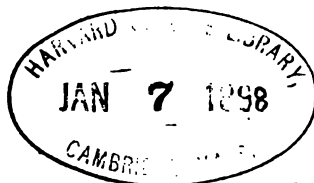
VOLUME I.  
MINUTES OF THE COURT OF  
BURGOMASTERS AND SCHEPENS  
1653-1655

PUBLISHED UNDER THE AUTHORITY OF  
THE CITY OF NEW YORK

BY  
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THE CITY OF NEW YORK

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1  
12

## INTRODUCTION.

This work contains the earliest Dutch Records that have been preserved of the territory included in the present City of New York, the earlier ones having long ago disappeared. These are "The Minutes of the Burgomasters and Schepens of New Amsterdam from 1653 to 1674," but contain a very few entries preceding the former date. They are contained in six folio volumes of manuscript, in the Dutch language, as spoken and written in the middle of the seventeenth century; and are preserved in the Manuscript room of the City Library in the City Hall. Until the earlier part of this century they remained as they were written. Then the first of the six volumes was translated for the municipality by a gentleman named Westbrook, but not well done, and with it his labors ended. The next step was not taken till 1848. On the twenty-second of January in that year, the Mayor approved a resolution of the Common Council, appointing Edmund B. O'Callaghan, M.D., the author of the *History of New Netherland*, and editor of the four volumes of the *Documentary History of New York* and of the eleven volumes of the *Documents Relating to the Colonial History of the State of New York* (two works published by the State), to translate the remaining five Dutch volumes.

## Introduction.

Dr. O'Callaghan, who was a competent Dutch scholar, completed the task, and his five volumes of translations, together with the one volume of Mr. Westbrook's translations, have remained side by side with the six original Dutch volumes in the Manuscript department of the City Library unprinted, and practically unknown except to a very few students of history. The late Mr. Henry B. Dawson, it should, however, be said, published some few pages of the translations in his *Historical Magazine* during his life, and issued a few copies therefrom in pamphlet form.

The attention of Mayor William L. Strong having been called to the condition of the City Library in 1895, he appointed a Committee in October of that year upon that subject, by sending to each of its five members a notice of which the following is one of the copies:

"CITY OF NEW YORK,

"OFFICE OF THE MAYOR,

"October, 2nd, 1895.

"ISAAC TOWNSEND SMITH, ESQ.,

"1 East 39th St., New York.

"DEAR SIR:—

"The Mayor directs me to inform you that he has appointed you, with General James Grant Wilson, Mr. Edward F. de Lancey, Mr. Charles Burr Todd, and Mr. William L. Stone, members of a Committee to consider the condition of the City Library, with a view to making such suggestions and improvements as will make it a credit to the City, and a proper and desirable place for the custody of the City's valuable Archives.

"Very Respectfully,

"JOB HEDGES,

"Secretary."

## Introduction.

v

On the eighth of the same month the Board of Aldermen passed a resolution, which was approved by the Mayor on the fifteenth, directing that the above-named gentlemen,

“ a Committee appointed by his Honor the Mayor of this City, be, and they are hereby, authorized and empowered, under the supervision of the Clerk of the Board of Aldermen, to make translations of, and print, such of the Records contained in the City Library, located in room number twelve in the City Hall, as they may desire; and that the Clerk of the Board is hereby authorized to loan to said Committee such records or books as shall be necessary to carry on their work, and shall take proper receipts therefor.

“ Adopted by the Board of Aldermen October 8th, 1895, a majority of all the members elected voting in favor thereof.

“ Approved by the Mayor, October 15th, 1895.

“WILLIAM H. TEN EYCK,

*“ Clerk of the Common Council.”*

Under this authority, the Committee selected these Dutch records to be printed by them, the same to be duly edited, prepared for, and carried through the press, by a competent scholar versed in the ancient Dutch language, as well as in the history of New Netherland during the period they cover. On December 31st, 1895, the Board of Apportionment of the City voted the sum of \$7,000, “ to be expended in carrying out the resolution adopted by the Board of Aldermen, October 8th, 1895, for the translating and printing of such of the records contained in the City Library of the City of New York as may be directed to be printed under such resolution.”

The form of the publication, the many details of the work, the selection of a competent editor, and the form of a contract for the printing, and the choice of a proper printer, occupied the close and continuous attention and consideration of the Committee (with the exception of Mr. Charles Burr Todd, who resigned in June, 1896) for several months; especially the form of the contract for printing and editing, which under the peculiar provisions of the "Consolidation Act" of the City Ordinances, and the interpretation thereof by the Counsel to the Corporation, required the joint action of the Committee, the Editor, the Clerk of the Common Council, the Counsel to the Corporation, the Board of City Record, and the Mayor.

Of the estimates for printing called for by the Committee, that of the Messrs. Putnam, of the Knickerbocker Press, was decided to be the most advantageous for the City.

For an Editor and Superintendent of the work, the Committee have chosen Mr. Berthold Fernow, a gentleman whom they believe to be most competent, who is the best Dutch scholar they know of, and one who in his work for the State of New York for several years as translator and editor of the last three volumes of its published Colonial archives, and in other works of like character executed for private parties, has made his name well known to all historical students.

The first volume of Dutch Records above mentioned has been entirely translated anew by Mr. Fernow, discarding that of the first translator entirely. The translations of Dr. O'Callaghan have been retained, simply adapting their formal phraseology to that employed by Mr. Fernow in the first volume, and correcting a very few obvious errors. A very full index by Mr. Fernow will appear

## Introduction.

vii

in the last volume of the series. Any information, or statement, relative to the work that the Committee may hereafter deem advisable will also be found in the last volume.

NEW YORK, May 1, 1897.

JAMES GRANT WILSON,  
ISAAC TOWNSEND SMITH,  
EDWARD F. DE LANCEY,  
WILLIAM L. STONE,

*Committee.*

WILLIAM L. STRONG,

*Mayor.*



# ORDINANCES

OF THE

DIRECTOR GENERAL AND COUNCIL OF NEW NETHER-  
LAND, AND OF THE BURGOMASTERS AND SCHEPENS  
OF NEW AMSTERDAM.

(The Ordinances of the Director General and Council, following here, have already been published by the State of New York in a volume entitled *Laws and Ordinances of New-Netherland*.)

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Petrus Stuyvesant, Director General of New Netherland and the Islands thereto pertaining, Captain and Commander of the Company's ships and yachts in West India cruising, to All, who may see or hear these presents read, Greeting :

WHEREAS we have experienced the insolence of some of our inhabitants, when drunk, their quarrelling, fighting and hitting each other even on the Lords day of rest, of which we have ourselves witnessed the painful example last Sunday in contravention of law, to the contempt and disgrace of our person and office, to the annoyance of our neighbors and to the disregard, nay contempt of Gods holy laws and ordinances, which command us, to keep holy in His honor His day of rest, the Sabbath, and forbid all bodily injury and murder, as well as the means and inducements, leading thereto,—

Therefore, by the advice of the late Director General and of our Council and to the end, that instead of Gods curse falling upon us we may receive his blessing, we charge, enjoin and order herewith principally all brewers, tapsters and innkeepers, that none of them shall upon the Lords day of rest, by us called Sunday, entertain people, tap or draw any wine, beer or strong waters of any kind and under any pretext before 2 of the clock, in case there is no preaching or else before 4, except only to a

traveller and those who are daily customers, fetching the drinks to their own homes,—this under the penalty of being deprived of their occupation and besides a fine of 6 Carolusguilders for each person, who shall be found drinking wine or beer within the stated time. We also forbid all innkeepers, landlords and tapsters to keep their houses open on this day or any other day of the week in the evening after the ringing of the bell, which will be rung about 9 o.c. or to give wine, beer or strong waters to any, except to their family, travellers and tableboarders under the like penalty and to prevent the all too ready drawing of a knife, fighting, wounding and the mishaps resulting therefrom, therefore with the approval of the Very Wise, High Council of the City of Amsterdam, we command, that all, who shall draw or have drawn their knives or swords rashly or in anger against another, shall pay a fine of 100 Carolusguilders, or if they have not the money, be employed in the most menial labor for half a year with bread and water for their food. If anybody is wounded, the fine shall be 300 such guilders or one year and a half of such labor, and we charge and command our Fiscal, Lieutenants, Sergeants and Corporals, as well as of the resident burghers, as of our soldiers to make the necessary inspections at all occasions with proper care, arresting all who act contrary, that they may be prosecuted thereafter, as the law directs.

Done at Fort Amsterdam in New Netherland on the last of May 1647.

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WHEREAS the Director General and Council are informed, that several private traders, trading to the South and licensed by this Government, go with their cargoes of linen, wampum and other wares inland to the Minquaes' country, whereby trade is not only spoiled, but also great damage is done to the traders, who remain with their vessels at the usual trading places and whereby the Indians might be induced for the sake of the goods to kill and slay such persons, which would bring mishap and war upon this country,—Therefore for the best service and interest of the West India Company and of this district, we forbid and command, as we hereby do, that henceforth none of our inhabitants shall go inland with his cargoes or other wares, but shall carry on his trade at the usual trading places.

Done at Fort Amsterdam in N. N., June 18, 1647.

WHEREAS daily a great deal of strong liquor is sold to Indians, which before now has caused great difficulties to the country, and because it has become necessary to prevent a recurrence of these difficulties in time,—Therefore the Director General and Council of New Netherland forbid all tapsters and other inhabitants henceforth to sell any wine, beer or strong liquors to the savages, to draw it for them or give it in barter in any manner or form or under any pretext whatsoever, or to have it fetched away in a mug and thus let it come to the Indians by the third or fourth hand, directly or indirectly : under a penalty of 500 Carolusguilders and besides the responsibility of the mishaps, resulting therefrom.

Everybody is also warned and forbidden, to damage lands, orchards and gardens, be it in fences or fruits, and whoever shall be found, to have damaged lands, orchards and gardens in fences or fruits, shall pay a fine of 100 guilders and receive arbitrary correction.

All inhabitants of New Netherland are also charged and commanded, well to fence their lands, that the cattle may not do any damage. The cattle, be it horses or cows or especially goats and pigs must be taken care of or otherwise disposed of, that they can do no damage, for which purpose Fiscal van Dyck shall build a pound and keep the animals, until the damage is repaired and the fine paid. Everybody is warned and should prevent damages.

Done at Fort Amsterdam in N. N., present the late Director-General Kieft, the Hon<sup>ble</sup> Dincklagen, Monsieur la Montagne, Capt.-Lieut. Nuton, Poulus Leendertsen (van die Grift), Jacob Loper, Helmer Tomassen and Jan Clasen Bol, July 1st, 1647.

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WHEREAS heretofore, for some years past, all free traders here in New Netherland have paid duties on all peltries, handled by them and sent to the Fatherland, when ships sailed,—Therefore the Board has considered very necessary, to fix these duties, that everybody may know, how much he has to pay. It has been resolved, that the duties for each merchantable beaver skin shall be 15 stivers, two halves for one whole, three thirds ditto, for each otter and bearskin, 15 stivers, each elk skin 15 stivers, other peltries of minor value according to circumstances.

Done at the meeting, at which were present General Petrus Stuyvesant, the late Director General Willem Kieft, the Hon<sup>ble</sup> Dincklagen, Mons<sup>r</sup> la

Montagne, Lieutenant Nuton, Equipage Master Poulus Leendersen and Jan Clasen Bol, July 23, 1647.

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As we have seen and remarked the disorderly manner, hitherto and now daily practised in building and erecting houses, in extending lots far beyond their boundaries, in placing pig pens and privies on the public roads and streets, in neglecting the cultivation of granted lots, the Director General Petrus Stuyvesant and Council have deemed it advisable to decide upon the appointment of three Surveyors, to wit : the Hon<sup>ble</sup> Lubbert van Dincklagen, the Equipage Master Poulus Leendersen and Secretary Cornelis van Tienhoven, whom we hereby authorize and empower, to condemn all improper and disorderly buildings, fences, palisades, post, rails etc. and to prevent their erection in the future. We therefore command and warn all and everybody of our subjects, who henceforth intend to build or put palisades around their gardens or lots in or near the City of New Amsterdam, that nobody shall dare do or undertake it without previous knowledge, consent of and inspection by the above named appointed Surveyors, under a penalty of 25 Carolusguilders and destruction of what may have been built or set up. Likewise we warn all and everybody, who may heretofore have been granted lots, that they must erect on their lots good and convenient houses within 9 months, according to order, or in default thereof such unimproved lots shall fall back to the Patroon or Landlord, to be given by him to such, as he pleases.

Done at the meeting in Fort Amsterdam, at which were present Director General Kieft, Hon<sup>ble</sup> Dincklagen, Mons' la Montagne, Lieutenant Nuton, Poulus Leendersen and Jan Clasen Bol, July 25, 1647.

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The Director General and Council of New Netherland having noticed, that there are brewers in and about the City of New Amsterdam, who tap beer and sell it by the small measure ; which may cause, that the beer, by them brewed and tapped, is not properly taxed and the excise not paid for it,—Therefore the said Director General and Council command, as they hereby do, that all the brewers in and about this City shall not tap or sell beer by the small measure, also that no tapsters shall be allowed to brew or have beer brewed for him ; all under the penalty of losing all such stock, as may be found in the brewers or tapsters house and besides of not being allowed to do business for . . . months.

Done January 12, 1648.

It has been noticed and seen by the the Director General of New Netherland, Curaçao and the Islands and by the Hon<sup>ble</sup> Council, that some careless people neglect, to have their chimneys properly swept and that they do not take care of their fires, whereby lately fires broke out in two houses and further troubles may be expected in the future, the more so, as most of the houses here in New Amsterdam are built of wood and roofed with reeds, also as in some house the chimneys are of wood, which is very dangerous. Therefore the Hon<sup>ble</sup> General and Council have deemed it advisable and very necessary, to consider this matter and they command and forbid, that henceforth no wooden or merely plastered chimneys shall be put into any house between the Fort and the Fresh Water ; the chimneys, already in use, may remain until further orders and at the discretion of the firemasters. That the foregoing may be well observed, there are appointed for this purpose as firemasters : from the Hon<sup>ble</sup> Council Commissary Adrian Keyser, from the community Tomas Hall, Marten Krigier and George Wolsey, to visit, whenever they please, the chimneys in all houses between this Fort and the Fresh Water, wherever in the City they may stand and to ascertain, whether they are kept clean by sweeping and if they find them neglected and foul, they shall immediately, without contradiction, levy and collect a fine of three guilders for each chimney so found foul and condemned, this fine to be applied to the purchase of fireladders, hooks and buckets, which are to be procured at the first convenient opportunity. And if anybody's house is burned either by negligence or his own fire, he shall pay a fine of 25 fl., to be applied as above.

Done at Fort Amsterdam and published January 23, 1648.

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Petrus Stuyvesant, Director General of New Netherland, Curaçao etc. and the Hon<sup>ble</sup> Council to All, who shall see these presents or hear them read, Greeting.

WHEREAS we see and are informed, that our former orders issued against unreasonable and intemperate drinking at night and on the Sabbath of the Lord, to the shame and derision of ourselves and our nation, are not observed and obeyed, as we intended and meant, we renew them herewith and command, that henceforth they shall be maintained and executed according to their tenor and contents. Meanwhile the reasons, why

our good orders and wellmeant laws have not been observed according to their tenor and contents are, that this way of earning a living and the easily made profits therefrom please many and divert them from their first calling, trade and occupation, so that they become tapsters and that one full fourth of the City of New Amsterdam has been turned into taverns for the sale of brandy, tobacco and beer. This causes not only the neglect of honest handicraft and business, but also the debauching of the common man and the Company's servants and what is still worse, of the young people from childhood up, who seeing the improper proceedings of their parents and imitating them leave the path of virtue and become disorderly. Add to this the frauds, smuggling, cheating, the underhand sale of beer and brandy to Indians, as shown by daily experience, may God better it, which may only lead to new troubles between us and them. If besides these some honest tavernkeepers are licensed and open their places for the service and benefit of the traveller, the stranger and the inhabitant, honestly paying their charges and excise dues and living in convenient houses, either their own or as tenants, which increases their expenses, they are noticeably injured in their licensed and approved business by such fraudulent innkeepers : this we wish to prevent, according to the exigency of the case and the demands of the time, to the best of our ability : Therefore we, the Director-General and Council as aforesaid ordain and make the following regulations on the subject of tapsters and tavernkeepers.

## 1.

Henceforth no new taproom, tavern or inn shall be opened, except with the special knowledge and consent of the Director and Council, the consent to be granted by unanimous vote.

## 2.

The taverns, taprooms and inns, already established, may continue for at least four consecutive years, but in the meantime the owners shall be obliged to engage in some other honest business at this place with a convenient and decent burghers dwelling, to the ornament of this City of New Amsterdam, each according to his condition, social position and means and subject to the rules and regulations, made by the Director General and Council with the advice and knowledge of the Surveyors.

## 3.

The tavernkeepers and tapsters are allowed to continue in their business for four years at least, but only on condition, that they shall not transfer their former occupation of tapping and selling liquor by the small measure nor let their houses and dwellings to another party, except with the previous advice and full consent of the Director General and Council.

## 4.

Item the tavernkeepers and tapsters shall henceforth not be allowed, to sell or give beer, wine, brandy or strong waters to Indians or provide them with it by intermediaries, under the penalty of forfeiting their business and arbitrary correction at the discretion of the judge.

## 5.

To prevent all fighting and mishaps they shall daily report to the Officer, whether anybody has been hurt or wounded at their houses, under the penalty of forfeiting their business and a fine of one pound Flemish for every hour after the hurt or wound has been inflicted and been concealed by the tapster or tavernkeeper.

## 6.

The orders, heretofore published against unseasonable night tippling and intemperate drinking on the Sabbath, shall be obeyed by the tavernkeepers and tapsters with close attention, to wit : they shall sell nothing by the small measure in the evening after the ringing of the bell nor shall they sell beer or liquor to anybody, travellers and tableboarders excepted, on Sunday before 3 o.c. p.m., when the divine service is over under the penalties fixed by proclamation.

## 7.

They shall be held, not to receive any beer or wine or distilled waters into their houses or cellars, directly or indirectly, before they have so reported at the office of the Receiver and been given a certificate, under penalty of losing their business, beer and liquor and a considerable fine besides, to be imposed by the judge.

## 8.

Finally, all tavernkeepers and tapsters, who intend to continue in their occupation, shall eight days after the publication hereof present themselves in person and give their names to the Director General and Council and there solemnly promise, that they will faithfully obey, what

rules have been or may be made on the subject of tavernkeepers and tapsters and to comport themselves in their business, as it behooves to honest and faithful subjects.

Done at the meeting in Fort Amsterdam, March 10, 1648.

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Before the Board appeared Adriaen Dircksen, Marten Crigier, Jan Jansen Schepmoes, Jan Snediger, Philipp Geraerdy, Sergeant Daniel Litschoe, Gerrit Douman, Hendrick Smith, Cornelis Volckersen, Abraham Pietersen, George Rapalje and Pieter Andriessen, all tavernkeepers and inhabitants of this City of New Amsterdam, who presenting themselves and giving their names, inform the Hon<sup>ble</sup> Director General and Council, that in pursuance of the regulations for tapsters and tavernkeepers, published on the 10th of March they promise as true men, to live up to said rules in every way and as best they can.

New Amsterdam in N. N., March 16, 1648.

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WHEREAS the Hon<sup>ble</sup> Director General and Council of New Netherland daily see, that the goats and hogs here are doing great damage in orchards, gardens and other places around Fort Amsterdam, which not only prevents the cultivation of fine orchards and the improvement of lots, but is also an injury to many private parties,—

Therefore wishing to remedy it, the Director General and Council order, that henceforth no hogs or goats shall be pastured or kept between Fort New Amsterdam and its vicinity and the Fresh Water, unless within the fences of the owners, so made, that the goats cannot jump over and damage any one. Also the goats beyond the Fresh Water shall not be pastured without a herder or keeper, under the penalty, if the goats are found outside the fences on this side of the Fresh Water or without a keeper beyond it, of their being impounded by the Fiscal and declared a prize by the Director General and Council. Let everybody hereby be warned and guard against loss.

Done and published at New Amsterdam in New Netherland March 10, 1648.

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Petrus Stuyvesant, on behalf of their High Mightinesses, the Lords States General of the United Netherlands, his Highness the Prince of Orange and the Hon<sup>ble</sup> Lords Directors of the Priv. West India Company

Director General of New Netherland, Curaçao and the Islands thereof, with the Hon<sup>ble</sup> Council :

WHEREAS we have seen and learned, that notwithstanding our previous orders and proclamations concerning the keeping of the holy Sabbath according to Gods holy Word, it is not observed as we intend and desire, but is profaned and desecrated in various manners, to the great scandal, offense and reproach of this community and neighboring strangers, who visit this place, also to the vilification and contempt of Gods holy Word and our ordinances, based thereon,—

Therefore we, the said Director General and Council, in order to avert, as much as is in our power, the wrath and punishment of God, evoked thereby and by other misbehaviours, renew and amplify herewith our previous proclamations and ordinances, having arranged for the further observance of the Sabbath with the knowledge of the servant of God's Word, that henceforth a sermon from God's Word shall be preached in the afternoon, as in the forenoon, with the usual Christian prayers and thanksgiving : we request and charge therefore all officials, subjects and vassals to assist at these services, forbidding meanwhile during divine service all tapping, fishing, hunting and other usual occupations, handicrafts and business, be it in houses, cellars, shops, ships, yachts or on the streets and market places, under penalty of forfeiting all such wares, goods and merchandise and of redeeming them with a payment of 25 fl., to be applied until further orders for the support of the poor and the churches, besides a fine of one pound Flemish, payable by purchaser as well as seller, employer as well as employee, half of it going to the officer, the other half at the discretion of the Court. We also hereby forbid, that anyone may on the said day give himself up, to his disgrace and the offence of others, to excessive drinking, under the penalty, if so found, of being arrested by our Fiscal or any superior or inferior officer and punished arbitrarily by the Court.

Decreed and published at New Amsterdam in N. N., April 29, 1648.

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Notwithstanding we have in previous orders forbidden, to tap for, give to, mix for or sell to Indians or natives of this country, directly or indirectly, any strong drinks, we see and observe daily drunken Indians run along the Manhatans and the people, living outside in the country have great

troubles with drunken savages, which causes us to fear renewed difficulties and wars. Therefore the Hon<sup>ble</sup> Director General and Council deem it necessary, to renew the former orders and hereby strictly to forbid, as we hereby do, the sale, barter or gift of strong drinks under whatever name to Indians and if anybody is hereafter found to do it, even on the testimony of an Indian, who for pregnant reasons shall be believed in such cases, he shall receive arbitrary corporal punishment besides paying the fine, imposed in former ordinances, for it is better, that such evildoer be punished, than that a whole country and community suffer through him.

Done at the meeting in Fort Amsterdam in N. N., May 13, 1648.

---

WHEREAS the Hon<sup>ble</sup> Director General and Council have seen and learned, that many of the Scottish merchants and small traders, who from time to time come over in the ships from the Fatherland, do not nor intend to do anything else, but to injure trade with their underselling, by selling their goods quickly, giving 11 or 12 fl. in loose wampum for a beaver and having sold out returning in the ships, on which they came in the same year, without any benefit to the country, to the injury of the inhabitants, having houses and lots and bearing all burdens,—

Therefore, to prevent such injury to the trade, it has been deemed advisable and useful for New Netherland and its inhabitants and it is ordered, that henceforth all merchants, Scots and small traders, who come over in the ships from the Fatherland and intend to trade here, be it with Christians or with heathens, in retail or wholesale, shall not be allowed to do any business in the country, unless they remain here in New Netherland for three consecutive years and besides build here, in the City of New Amsterdam, a decent burghers dwelling house, each according to his means: all traders and others, who engage to trade in a burghers house and remain three years shall be admitted, but not otherwise, (the supercargo or skipper of the ships of our Masters alone excepted), provided however, that they may not open a shop ashore.

Thus done, present the Hon<sup>ble</sup> General, the Hon<sup>ble</sup> Dincklagen, Mons<sup>r</sup> la Montagne, Brian Nuton and Poulus Leendersen, this 18th of September, 1648, at New Amsterdam.

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In order to prevent fires the Hon<sup>ble</sup> General and Council of New

Netherland charge and order the firemasters of the City of New Amsterdam to make visits of inspection everywhere and to see, whether everybody is keeping his chimneys clean by sweeping and if they find anyone not doing it, to collect the fine of 3 fl., to be applied according to our proclamation of January 21, 1648.

Thus done at the meeting in Fort Amsterdam in N. N., September 28, 1648, present the Hon<sup>ble</sup> General, L. van Dincklage, la Montagne, Brian Newton, Poulus Leendersen.

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Great complaints are daily made to the Director General and Council by the Indians or natives, that some inhabitants of New Netherland set the natives to work and use them in their service, but let them go unrewarded after the work is done and refuse, contrary to all international law, to pay the savages for their labors. These Indians threaten, that if they are not satisfied and paid, they will make themselves paid or recover their remunerations by other improper means,—

Therefore, to prevent all trouble as much as possible, the Director General and Council warn all inhabitants, who owe anything to an Indian for wages or otherwise, to pay it without dispute and if in the future they employ savages, they shall be held liable to pay upon the evidence and complaint of Indians, (who for good reason shall be considered credible witnesses in such cases), under the penalty of such a fine, as the circumstances shall indicate as proper.

Done at the meeting and published September 28, 1648, at New Amsterdam, present ut supra.

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WHEREAS the Director General and Council daily see and notice, that some inhabitants of New Netherland harbor and entertain in their houses and dwellings the servants of the Hon<sup>ble</sup> Company and other servants, when they have run away from their masters, also those, who come from our neighbors, which causes, that many laborers, doing their duties unwillingly, are given the means and have the road opened to run away, which is done every day,—

Therefore to prevent this as much as possible, the Director General and Council advise and warn everybody, not to entertain or lodge any servant of either the company or private parties, living here or elsewhere,

for longer than 24 hours. If anybody is found to have acted contrary hereto, he shall pay a fine of 150 fl., to be given to him, who gives the notice.

Done at the meeting, October 6, 1648, present the Hon<sup>ble</sup> General, L. van Dincklagen, B. Nuton and Poulus Leendersen.

WHEREAS the Director General and Council have long ago warned the community by proclamation, to improve their lots on the Island of Manhatans, which formerly were measured out too large and great for building thereon and whereas some persons desire to build, but cannot find a suitable place, where they conveniently may erect a house,—

Therefore the said Director General and Council have deemed it advisable, to inform everybody for the last time, that they must properly improve their lots or in default the Director General and Council will give them to the persons, who are willing to build here in the City of New Amsterdam, as convenient places, allowing to the present proprietors such satisfaction as the Surveyors in their discretion may deem adequate. Let everybody be hereby warned and if anybody intends to build, let him report to the Secretary ; which done, proper orders concerning his lot shall be given.

Done etc. December 15, 1648.

Seeing, that former orders concerning measures and weights are not observed by some, whereby the good inhabitants are greatly defrauded, the Director General and Council inform all wholesale and retail merchants, also bakers and others, who sell by the ell,\* measure or weight, not to use in delivering or receiving any other ell, weight or measure, than that of Amsterdam and that everything may be done decently, the Director General and Council advise all inhabitants and traders to procure between now and the first of August next coming genuine Amsterdam ells, measures and weights. In the meantime those, who at present have some weights, must bring them to the Company's Warehouse in Fort Amsterdam, to be weighed and measured there, so that in the future nobody of our people may suffer any loss : and that everything may be taken to heart and observed by everybody with so much greater zeal, we charge and authorize herewith the Fiscal Hendrick van Dyck to

\* Two feet.

inspect after the 1st of August next coming all ells, weights and measures as often, as he thinks fit and whoever then shall be found, not to use a just ell, weight or measure, shall pay such a fine, as is imposed in such cases in the Fatherland.

Resolved at the meeting in N. Amsterdam in N. N. July 17 and published July 19, 1649.

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The Director General and Council of New Netherland to All, who shall see these presents or hear them read, Greeting !

WHEREAS we notice and see, that former ordinances issued against the defraudations and smuggling, practised with beer, which tavern-keepers and tapsters sell are not observed ; also that contrary to our previous orders some few inhabitants make it a business to tap and brew the same, thereby not only defrauding the excise farmer but also injuring other tapsters, who make it their only business,—Therefore conform to the general rule of the Fatherland and wishing to remedy the evil, We hereby command and order, that no inhabitant, who makes it a business to brew, shall be allowed to tap, sell or give away beer, wine or strong water by the small measure, excepting at meal times, not even to table-boarders, whom they may pretend to board, under which pretext we have seen many frauds perpetrated. To prevent one and the other, we also order, that henceforth no beer or wine shall be removed from any brewery, cellar or warehouse nor moved in the houses of the tapsters nor brought into them, unless it is previously reported to the Secretary and his carriers or porters have obtained a certificate of the report, signed by the Secretary's first clerk, which shall be exhibited and shown, on the same day as procured, to our Fiscal Hendrick van Dyck or whoever in his absence may serve in his place. We warn all brewers, not to deliver any beer to any carrier, porter or tapster, until a certificate of delivery is first produced by them under penalty of forfeiting beer and wine and all chattels, be they horses, sledge or anything else, used in moving the former and arbitrary correction for all, who lend a hand thereto.

Thus done etc., Novbr. 8, 1649. Signed: P. Stuyvesant, L. van Dincklagen, H. van Dyck, La Montagne, Brian Nuton.

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The Director General and Council of New Netherland to All, who shall see these presents or hear them read, Greeting.

Know Ye, that many complaints have been made to us by many people, in regard to the scarcity of coarse bread and light weight of white bread, with which the good inhabitants cannot be sufficiently supplied by the bakers. The cause of it being, that the savages or natives of this country take the white bread from the bakers without inquiry for or scrutiny of the black bread or price in strung wampum, which the inhabitants cannot do, as they have no such wampum. Consequently greed and the desire for greater profits cause the savage and barbarous natives to be accommodated with the best before the Christian nation and therefore the Director General and Council, desiring to provide for the best and in the most convenient manner at this time, ordain and hereby direct, that henceforth and until further orders no baker shall bake fine bolted or white bread or cakes for sale or sell to natives and Christians under forfeiture of the baked white bread and a fine of 50 Carolusguilders, to be applied as it ought to be : provided however that every inhabitant may bake or cause to be baked for his own household and meals such quantities of white bread, as occasion may require, their Honors wishing hereby only to forbid, as they hereby do, the wanton consumption and general sale of white bread and cakes to inhabitants as well as to natives, and thus to prevent the frauds, by these means practised with the common bread, which is sold : that however inhabitants and natives may not be inconvenienced in regard to weight the Director and Council ordain, that the bakers, who henceforth make it a business to bake for sale, are to bake from clean wheat or clean rye, as it comes from the mill, a loaf weighing 8, 4 or 2 pounds at the prices, which the Hon<sup>ble</sup> Court shall from time to time fix according to the price and arrival of grain.

Thus done etc., Novbr. 8, 1649. Signed as above.

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The Director General and Council, having noticed the scarcity of the crops during the preceding year and also heard the complaints of the good inhabitants, that they can only with difficulty buy bread from the bakers, which causes them to fear, that, if no timely provisions are made, bread-corn will become still scarcer and dearer,—Therefore they ordain, that henceforth and until further orders, and until more grain comes in, no brewer shall be permitted to malt or brew from wheat under forfeiture of the malted wheat and arbitrary correction. They hereby also forbid

the exportation of wheat, rye, and baked bread out of the Province of New Netherland, until an estimate of the quantity of grain on hand and the yearly consumption thereof has been made and proper consent to the exportation has been procured.

Thus done etc, Novbr. 8, 1649. Signed as the preceding.

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The Director General and Council have learned, that various clandestine abuses and frauds are practised in the sale and transfer of real estate, such as houses, yards, lots, and other land, to the prejudice of older creditors. Therefore they herewith charge their Secretary and in his absence his first Clerk, not to pass and sign any conveyance of real estate, unless the same has first been reported to the Director and Council on a regular Court day and been approved by them ; declaring herewith all contracts and conveyances of real estate void and of no value, which are passed and signed after this date without their approval and confirmation.

Thus done etc, February 7, 1650. Signed ut supra.

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The Director-General and Council have consented, on the request of the bakers, that provisionally for the accommodation of the community they may bake white bread, but not cakes or cracknels, provided that they bake said white bread conform in weight with the rules of the Fatherland ; the bakers are also charged, that the common bread must only be baked from clean wheat or rye flour, as it comes from the mills, so that the community may not have cause to complain of the thinness and meagerness of the common bread.

In meeting at Fort Amsterdam, April 14, 1650.

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The Director General and Council of New Netherland to All, who shall see these presents or hear them read, Greeting.

WHEREAS we see and for some time past have seen the decline and depreciation of the loose wampum, among which is found much unpierced and only half finished, made of stone, bone, glas, shells, horn, nay even of wood, and broken, which causes many inhabitants to complain, that with it they cannot go to market and buy any commodities, not even a little white bread or a mug of beer, from the traders, bakers and tapsters.

Therefore, wishing to make provisions in this matter to the best of our abilities, we have resolved for the promotion of trade and the com-

mon welfare of the inhabitants, that henceforth no loose wampum shall be current or be considered good pay, unless strung upon a wire, as hitherto it has usually been done : thereby we intend to prevent the further invasion and importation of bad and unperforated wampum and to make a distinction between merchantable and strung wampum and prevent all misunderstandings, the said Director General and Council hereby ordain, that merchantable or trade wampum shall pass as good pay as heretofore at the rate of six white or three black beads for one stiver and bad, strung wampum at the rate of eight white or four black for one stiver. We direct hereby everybody to govern himself by the tenor hereof and in case of refusal he shall be deprived of his trade and occupation. The Fiscal is hereby ordered to affix this ordinance after publication and make it known wherever it is necessary, also to do his best in having it executed and obeyed.

Done, resolved and decided at our meeting in Fort Amsterdam in N. N., this 30th of May, 1650.

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The Director General and Council of New Netherland to All, who hear, see or read these presents, Greeting.

Experience has shown, that this decayed fortress, formerly in fair condition, has mostly been trodden down by hogs, goats and sheep and we are now engaged, in obedience to the orders of our Masters and Patroons, in repairing the same, but it is to be feared, that the fort may again be damaged by goats, sheep, hogs or other animals climbing upon the walls,—Therefore the Director General and Council hereby warn all and every inhabitant of this place, not to allow hogs, sheep, goats, horses or cows to run free between the Fort, the Company's Bouwery at the end of the Heeren Wegh (Broadway) now tenanted by Tomas Hall, and the house of Master Isaack Allerton, without herder or driver, except within their closed fences, under a fine of 6 fl. for the first time for each horse, cow, etc, found within the aforesaid limits on the public streets near the Fort, twice as much for the second time and confiscation of all for the third time.

Thus done etc. June 27, 1650.

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The Director General and Council etc. Greeting.

Daily complaints of the inhabitants inform us, that our former orders,

concerning badly strung wampum, made for the benefit and convenience of the inhabitants on the 30th of May 1650, are not so observed and executed, as we intended, but that such pay has been refused even for small profits by shopkeepers, brewers, bakers, tapsters, tradesmen and laborers to the great confusion and inconvenience of the inhabitants in general, as there is at the present time no other current money to help in the daily small trade,—

Therefore to assist the inhabitants once more in this matter the Director General and Council ordain, conform to our former ordinance, that badly strung wampum shall be current money and be accepted as such by everybody without distinction or exception for small and necessary commodities, used in the house and that it shall be current up to the sum of 12 fl. and less in badly strung wampum, in sums between 12 and 24 fl. in half bad, half well strung beads, from 25 to 50 fl. one third bad, two thirds good wampum and in greater sums according to the conditions, made by purchaser and seller, under a fine of 6 fl. for a first refusal, 9 fl. the second time, two pounds Flemish and closing of the business the third time, conform to our previous orders.

Thus done etc., September 14, 1650.

WHEREAS upon a certain request, presented to the Hon<sup>ble</sup> Director General and Council of New Netherland, regarding some revenues for this City, dated February 23, 1654, the Burgomasters and Schepens of this City of New Amsterdam have been allowed to exact from all wines, liquors and beer, consumed here by the burghers, a tapsters excise, the following burghers excise will be levied :

Principally for each tun of good beer.....	20 stivers.
For each half barrel.....	10 “
and for one anker or quarter.....	5 “
For each tun of small beer.....	6 “
for each half barrel.....	3 “
for each anker.....	2 “
For each anker of brandy, Spanish wine or dis- tilled waters.....	30 “
and of French wines half as much.	

The Burgomasters and Schepens of this City ordain, that henceforth

the burghers as well as the tapsters and tavernkeepers, who wish to lay in or export any beer or wine, shall be obliged to procure first a certificate from our Receiver and pay therefor the proper excise, said Receiver to wait for this purpose at his dwelling house from 6 to 9 o. c. A. M. and from 1 to 3 o. c. P. M., except on Wednesday and Saturday afternoon.

To prevent all frauds and defalcations as much as possible the Burgomasters and Schepens have, with the approval of the Hon<sup>ble</sup> General and Council, appointed as sworn wine and beer porters Barent Jacobsen Cool and Pieter Casparsen van Naarden and nobody, but they shall have the right of handling, opening or moving from one storehouse, cellar or brewery to the other any wine or beer or of bringing any beer from outside into the gates of this City, under forfeiture of the wines and beers and arbitrary correction at the discretion of the Court.

That this ordinance and enactment may the better be observed by everybody, the Officer is directed and ordered, to watch for frauds and defalcations ; he is authorized, to inspect with two members of the Court as often as he deems necessary the cellars of the tapsters, to gauge all the barrels ; he may seize all wines and beers, not reported or for which no excise has been paid, all conform to the preceding article, subject to arbitrary correction and confiscation, one third of the proceeds to be given to the poor, one third to the officer and one third to the informer.

Thus done at the meeting of the Burgomasters and Schepens of the City of New Amsterdam in N. N. and after publication affixed May 10, 1654. Signed : Arent van Hattem, Marten Cregier, Paulus L. van die Grift, Pieter Wolferzen (van Couwenhoven), Olof Stevensen (van Cortlandt), Will Beeckman.

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The Director General and Council of N. N. to All etc etc.

We have learned by experience, that on New Years Day and Mayday the firing of guns, the planting of Maypoles and the intemperate drinking cause, besides the useless waste of powder, much drunkenness and other insolent practices with sad accidents of bodily injury and to prevent this in the future the Director General and Council strictly forbid within the Province of New Netherland, the firing of guns on New Years and Mayday, the planting of Maypoles, the noisy beating of drums and the treating with wine, brandy or beer and they do so, to prevent further mishaps,

under a fine of 12 fl. for the first time, double the amount for the second time and arbitrary correction for the third offense, to be divided  $\frac{1}{3}$  to the officer,  $\frac{1}{3}$  to the poor and  $\frac{1}{3}$  for the informer. We hereby also order all inferior Courts in the Province to publish and affix these presents at the usual place and to carry out this order.

Thus done etc etc., December 31 1655. Signed : C. van Ruysen, Secry.

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Sad experiences have from time to time shown, that the separate dwellings of the country people, built plainly against the orders and good intentions of the Company and their representatives here, have led to many murders of people, the killing of cattle and burning of houses by the savage natives of this country ; all which might be prevented with Gods assistance, if the good inhabitants of this Province would settle together in villages, neighborhoods or hamlets, like our neighbors of New England, who are never or only seldom, because of their dwelling together, subjected to the manifold and general troubles, as we and our nation, which in the first place come upon us, as the merited punishment of our sins by God and then because we give an inducement thereto to the savages by the separate dwelling of the countrypeople, while we in time of need cannot come to the assistance of the one or the other because of the distance between the places, it being impossible for the Director General and Council to provide each farmhouse with a safeguard. Because of the aforesaid murders, injuries and destructions of persons, bouweries and plantations and finally the noticeable damage and decline of this country with its inhabitants and because of what has happened may occur again, unless the good people are taught by their own misfortunes as well as by those of others to be more prudent and careful and to conduct themselves properly, as they ought to, by forming villages at convenient places in such a manner, as the Director General and Council or their officers shall indicate, when with Gods help and the assistance of higher authority they trust to be able better to support and protect their subjects and that this may be made possible,

The Director General and Council hereby not only warn their good subjects, but also order, that they shall move closer together in villages, neighborhoods and hamlet during the coming spring, that they may be

better protected against attacks and surprises by the savages through their own efforts and through the faithful soldiery of the Director General and Council. All those, who contrary to this order shall remain living on their isolated plantations, do so at their own peril without assistance in the time of need from the Director General and Council ; they shall also yearly pay a fine of 25 fl. for the public benefit. It is also ordered, in order to prevent sudden conflagrations, that henceforth no house shall be roofed with straw or reeds and no chimney be made of shingles or wood.

Thus done etc, January 18, 1656.

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The Director General and Council to All, etc., etc.

Many complaints are daily made and verified by experience, that under the guise and name of Indians Christians or at least people going under that name, catch, kill and offer for sale many cows, pigs and other animals in the open country. To prevent this as much as possible the Director General and Council hereby strictly forbid, that henceforth no one within this City, or in any village or place of the open country, belonging to this Province shall butcher any cow, calf, hog, sheep or goat, not even the owner thereof, before such owner has not on the same day, when he intends to butcher, given notice thereof to the Magistrates of the place, where he belongs, or to such person, as the Magistrates may appoint, and received a slaughtering permit, the owner paying to the Magistrates or the Receiver by them appointed one stiver for each florin, the animal to be butchered is really worth, for the public benefit, the value to be decided in case of dispute by the Magistrates or their deputy and the money thus received to be kept in each city, village or hamlet and to be used in time of need for the maintenance and protection of the public interests, i. e. in raising soldiers, buying ammunition, as circumstances may require : the fines for transgression of this order shall be applied and distributed, one third for the informer, one third for the Officer and one third for the public benefit as before.

Thus done etc., January 18, 1656.

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The Director General and Council have credibly been informed, that not only conventicles and meetings are held here and there in this Province, but that also unqualified persons presume in such meetings to act as teachers in interpreting and expounding God's holy Word without

ecclesiastical or temporal authority. This is contrary to the general political and ecclesiastical rules of our Fatherland and besides such gatherings lead to troubles, heresies and schisms. Therefore to prevent this the Director General and Council strictly forbid all such public or private conventicles and meetings, except the usual and authorized ones, where Gods reformed and ordained Word is preached and taught in a meeting for the reformed divine service conform to the Synod of Dort and followed here as well as in the Fatherland and other reformed churches of Europe, under a fine of 100 pounds Flemish to be paid by all, who in such public or private meetings, except the usual authorized gatherings, on Sunday or other days presume to exercise without due qualification the duties of a preacher, reader or precentor and each man or woman, married or unmarried, who are found at such a meeting, shall pay a fine of 25 pounds Flemish.\* The Director General and Council do not however hereby intend to force the consciences, to the prejudice of formerly given patents, or to forbid the preaching of Gods holy Word, the family prayers and divine service in the family, but only all public and private conventicles and gatherings, be they in public or private houses, except the already mentioned usual and authorized reformed divine service. In order that this order may be the better observed and nobody plead ignorance thereof the Director General and Council direct and charge their Fiscal and the inferior Magistrates and Schouts, to publish it everywhere in this Province and prosecute the transgressors, whereas we have so decreed it for the honor of God, the advancement of the Reformed service and the quiet, unity and welfare of the country in general.

Thus done etc., February 1, 1656.

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WHEREAS the Burgomasters of this City of Amsterdam in New Netherland find, that great many people within the City pay little attention to their fireplaces and chimneysweeping, which has already caused fires several times and will create further difficulties from conflagrations, especially as most of the houses are built of wood, some are roofed with reeds, have wooden and plastered chimneys, which is very dangerous, and which we must prevent as much as possible,—

\* One pound Flemish equal to 6 fl. or \$2.40.

Therefore with the approval of the Hon<sup>ble</sup> Director General and Council we have appointed as firemasters Hendrick Hendricksen Kip, Gouert Loockermans, and Christian Barens, who are hereby authorized, pursuant to the orders of the Director General and Council heretofore published, to inspect, whenever they please, all houses and chimneys in the jurisdiction of this City and there to do for the prevention of fires what is necessary and to collect such fines, as are prescribed by the said published orders and the custom of our Fatherland.

Thus done at the City Hall etc., February 26, 1656.

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The Director General and Council of N. N., with the advice of the Burgomasters and the chief officers of the burghers, herewith inform and warn everybody, that nobody shall henceforth lodge any savages overnight between here and the Fresh Water under a fine of 25 fl., payable by everyone who hereafter harbors an Indian overnight without a pass signed by the Director General or the Secretary.

Thus done etc., May 29, 1656.

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The Director General and Council of N. N. hereby inform everybody, that it has been reported to them by some Indians, two, three or four savages of Tappan had some evil designs and said, they would kill the one or the other Christian in the open country and as the Director General and Council cannot learn, where or upon whom the threat is to be carried out, much less, whether it is the general intention of that tribe, the more so as warnings have come from the Tappan tribe and other Indians, they can give no other orders nor prevent the plan, than to renew former ordinances, to wit, that isolated living farmers move into the nearest village or hamlet and make a neighborhood, under the penalty, formerly fixed and in the meantime everybody is warned to be on his guard and not to go into the woods or on the road unarmed or in company of less than two to four people, so that they may oppose such bushrangers; furthermore in order to prevent such dangers of single persons being killed the Director General and Council with the Burgomasters of this City can as yet find no other or better expedient, than the beforementioned and to forbid, that any Indian with a gun or small arms shall be admitted to any dwelling house or other building within this City or in a village or hamlet in the country, under the penalty of losing such arms, which shall upon information having been

given by the inhabitants be taken away by the Schout, the Marshal or in their absence by one of the Magistrates, to wit 14 days after the publication hereof or after the savages have been informed of this order and warning, which the Director General and Council hereby order to be done by such of their subjects, who understand the Indian tongue, in the most polite and convenient manner ; for the Director General and Council with the Burgomasters have given this order only to prevent troubles between Christians and savages.

Thus done etc. July 1, 1656.

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The Director General and Council of N. N. to All etc. etc. Greeting.

Know ye : WHEREAS now and then the people from the country bring various wares, such as meat, bacon, butter, cheese, turnips, roots, straw, and other products of the farm to this City for sale, arrived with which at the strand they must often remain there with their goods a long time to their great damage, because the community or at least the major part of it, living away from the strand, do not know, that anything has been brought for sale, which is not only an inconvenience for the burghers, but also a great loss for the industrious countrymen, who often thus loose more time, than they have bestowed upon the production of their wares,—Therefore the Director General and Council hereby order, that henceforth Saturday shall be held and kept as Market day in this City on the Strand near the house of Master Hans Kierstede ; let everyone who has anything to sell or buy govern himself accordingly.

Thus done etc., September 12, 1656.

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WHEREAS it has been found, that in this City of Amsterdam in New Netherland many houses, corners, fences, gates, and other structures are made and erected without the knowledge and approbation of the Surveyors, whereby a great deal of bad building has been done not only to the disadvantage of the public but also to the disreputation of the City,—

Therefore to prevent it the Burgomasters and Schepens of this City, in pursuance of former orders, ordain, that nobody shall erect houses, corners, fences, gates, or such like, before first having called the Surveyors to the place and received their survey and approbation, under the penalty formerly fixed.

Thus done etc, September 25, 1656.

The Director General and Council of New Netherland to All, etc. Know ye, that it has been found by daily sad experiences, that formerly issued and several times renewed ordinances and proclamations against the desecration of the Lords Sabbath, the unseasonable tapping on the same day and at night after the guard has been mounted or the bell has been rung, the dangerous, yea damnable sale of or treating with wine, beer and strong waters, the baking and sale of coarse as well as small or white bread, are not, as was the good intention of the Director General and Council and as circumstances require it, regarded and obeyed to the insult of God's honor, to the injury and disturbance of the peace and rest of the inhabitants, as well as to the disregard of the position and authority of the higher and lower officers of this Province. The said Director General and Council therefore, wishing in obedience to their official duties and because it is necessary, to provide against these evils, renew with amplifications their former ordinances and proclamations and hereby forbid :

First, that anybody shall on the Lord's day of rest, by us called Sunday, do the usual work of plowing, sowing, mowing, carpentering, wood-sawing, forging, bleaching, hunting, shooting, or anything else, which on other days may be a lawful occupation, under the penalty of one pound Flemish, payable by each person [so offending], much less shall any idle and forbidden exercises and plays, excessive drinking bouts, the visiting of taverns and saloons, dancing, playing cards, backgammon or ticktack, ball, ninepins, pleasureboating, driving about in carts or wagons be carried on before or during divine service under a double fine ; nor shall any tavern keeper or tapster keep open his place or sell to any one any brandy, wine, beer, or other liquor before or during the sermon, directly or indirectly under a penalty of 6 fl. for each guest, and each person, found drinking during said time shall pay a fine of 3 fl. ; said tavernkeepers and tapsters shall also not be allowed to sell any drinks on Sundays or other days at night after guardmounting or bell ringing under the like penalty, except to his servants, boarders, or on public occasions with the consent and by order of the Magistrates.

Second. Concerning the very dangerous, damaging and damnable selling or giving of wine or beer or liquor to savages or natives of this country, by which alone almost all the harm has come or at least is threatened and feared, wherever a drunken Indian is seen, the Director General

and Council also renewing with additions their former ordinances, ordain and hereby command, that nobody, whatever his position or business may be, shall sell, exchange, give, fetch or cause to be fetched in or out of the house, on land or water, from any yacht, ship, boat or canoe, cart or wagon, by whatever name it may be called, directly or indirectly any beer, wine, brandy or other strong waters to any Indian under the penalty of 500 fl. and besides arbitrary bodily punishment as well as banishment from the country. To promote and maintain the general peace and rest of the good inhabitants of this Province in their ships, and to discover any contravention of this order, all the higher and lower officials, free and salaried employees of the Company and the inhabitants of this Province are, on their oaths, admonished, required and charged to assist in discovering this so dangerous and damnable selling or giving of wine, beer and liquors or in default, when it is found, they knew of and did not report such sales to Indians, they are to pay one half of the fine.

Furthermore, the Director General and Council aforesaid being credibly informed of the sutlering and selling of wine, beer and liquors along the river by yachts, barks, scows, ships and canoes, going up or down, hereby not only strictly forbid such sutlering and selling, but also ordain and command, that no skipper, master of a bark, of a scow or of a canoe nor any free or bound inhabitant of whatever name, nation, position, or occupation shall henceforth either for himself or for anybody else in any kind of vessel load and take as freight any beer, wine or strong water in large or small casks, not even in cans, demijohns or bottlecase, before first reporting the true quantity thereof to the Officer\* of the place, where such wine, beer or liquor is shipped and loaded and receiving from said Officer a certificate, stating the quantity and quality of the casks or other vessels with wine etc to be taken along and the name of the consignee: he is bound to return the receipt of the consignee and the proper certificate of the Officer at the place, where it has been countersigned by the receiver of the goods, all under the penalty of losing the concealed wine etc and a fine of 500 fl. for the first time and confiscation of his yacht, bark, scow etc the second time.

Third. As regards the baking and selling coarse and white bread, both not of proper weight nor at the fixed prices, the Director General

\* Schout or Sheriff.

and Council renew and amplify their former order on this subject, ordaining and commanding, that all bakers and other inhabitants, who make it their business to bake or sell bread, be it to Christians or savages, shall be held, as well for the advantage of the Christians as for the sake of the profits arising from it, to bake once or twice a week coarse as well as white bread for Christians and Indians at the following weights and prices :

COARSE BREAD MUST WEIGH :

A double loaf	....8 lbs	and be sold at	14 stivers	the loaf.
A single	" ....4 "	"	7	" " "
A half	" ....2 "	"	3½	" " "

WHITE BREAD MUST WEIGH :

A double loaf	.....2 lbs	and be sold at	8 st.	the loaf.
A single	" .....1 "	"	4	" " "
A half	" .....½ "	"	2	" " "

If it is found, that bread lighter in weight is sold without the previous knowledge, order or consent of the Magistrates or at a higher price, such bread is to be confiscated and besides a fine of 25 pounds Flemish shall be levied for the first time, double the amount for the second time and for the third offense 600 fl. with absolute closing of the business. Further the bakers and people, who make it their business to sell coarse or white bread to Christians and Indians, shall not be allowed to mix sifted out bran in large or small quantities with the coarse bread, but bake such bread from flour as it comes from the mills nor shall they bake different kinds of bread for Christians and Indians, as it has formerly been specified, under the same penalty as above, the decision resting on the judgment of the respective Courts, each in their jurisdiction, and of such persons, who assume to be experts in bread.

Fourth. Having been informed of and considering, that frauds may occur as well in the tapping as in the baking business and excuses be made to cover them, because so far no guild nor certain number is known, therefore to prevent such frauds, the Director General and Council ordain, that henceforth no one shall be allowed to do business as tapster or baker, unless he has first addressed himself to the Magistrates, under whose jurisdiction he lives and has received from them a license for the business,

which all tavernkeepers and bakers must have renewed quarterly, beginning on the first of November next, paying therefor for the behoof of the respective Courts one pound Flemish and notorious and insolent transgressors are to be suspended from business. The above specified fines are to be applied one third for the Officer, who makes the charge, one third for the church or the poor and one third for the public weal and that all this may be better known, observed and carried out and nobody may pretend ignorance the Director General and Council hereby order and charge, that these presents shall be published and affixed at the usual places of such publications and after having been thus affixed be carried out and observed without grace or favor or consideration of the offenders position, for thus we have decreed it for the service of the Fatherland and the peace of our good inhabitants here.

Thus done etc., October 26, 1656.

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ANOTHER ORDINANCE RELATING TO THE BURGHERS EXCISE OF  
WINE AND BEER.

The Burgomasters and Schepens of the City of Amsterdam in N. N. have seen and examined the petition and oral request of Paulus van der Beeck as farmer of the burghers excise, presented to their Honors and stating, that the brewers as well as other inhabitants, who brew beer, ought to pay excise on what beer they consume in their families, also, that to prevent all frauds, the brewers should be obliged to report, as soon as the brew is made, their casks of beer, and that merchants and others, who import wines and beer from the Fatherland or from elsewhere should likewise pay burghers excise on what they consume and be subject to inspection. After ripe deliberation and examination of the laws and customs of the Fatherland relating to this matter their Honors ordain and command for the maintenance of the farmer in his privileges :

FIRST.

That the farmer shall be allowed to inspect the breweries of the brewers, whenever he thinks proper.

SECONDLY.

The brewers shall be obliged, to pay 6 fl. to the farmer for each brewing done by them, be it large or small, before it is consumed.

## THIRDLY.

If the brewers or a brewer wish to remove any barrels of beer, be they large or small, of good or of small beer, from the brewery into the cellar or the keeping of other people in houses, storehouses or elsewhere, they or he shall be obliged, to obtain from the farmer a permit, whereupon the quantity and quality is noted, for which permit a fee of 4 stivers shall be paid, but for as much as they take into their private houses or cellars for their own consumption they shall procure an excise certificate and pay for it, like other burghers, the usual excise.

## FOURTHLY.

It is also ordained, in accordance with the customs and order of the Fatherland, that all, who import any wine or beer from there or from elsewhere, shall be obliged to make a bargain with the farmer about the excise on what they intend to consume in their own houses and if they cannot come to an agreement, it shall be in the discretion of the Court, to issue an absolute order in the case according to the position and circumstances of everybody.

That nobody may plead ignorance, these presents are published from and affixed on the City Hall with the approval of the Director General and Council, December 6, 1656.

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According to the ordinance of the Director General and Council, published with the approval of the Schout, Burgomasters and Schepens, all, who within the jurisdiction of this City, desire to tap, are obliged to procure every quarter of the year a license for their business and therefor to pay for the benefit of this City one pound Flemish; for this purpose the tappers in this jurisdiction were to-day, the 9th of January, 1657 summoned to the City hall and after their opinions were heard,

It is hereby ordered, that all, who wish to continue in their said business, shall be bound, to call within 24 hours after this at the house of Mr. Allard Anthony, treasurer of this City, for their license and if they continue their business without doing so, their shops shall be closed up and they shall besides pay a fine of 25 fl., to be applied, as it ought to be.

All tapsters are further ordered, henceforth not to sell their beer dearer, than 12 stivers (24 cents) the vaan,\* under the above stated penalty.

\* A measure for beer of two quarts.

Thus done and decreed at the meeting in the City Hall at Amsterdam in N. N., this 9th of January [1657]

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WHEREAS the Schout, Burgomasters and Schepens of the City of Amsterdam in New Netherland have considered it highly necessary, that agreeably to the laudable customs of our Fatherland, rules be made for the stamping of casks, cans, weights, ells, and schepels, to prevent all questions and differences, arising therefrom, and that everybody may have just measure,—Therefore their Honors have appointed as Surveyor and Gauger Wernaar Wessels, an inhabitant of this City, who is to measure and stamp at the request of the receiver or deliverer all casks, beerbarrels, half vats, quarters and all other . . . made, used and delivered to tapsters, burghers or strangers, in accordance with the customs of Old Amsterdam ; for which gauging and stamping the said Surveyor and Gauger shall receive from him, who calls for it the following fees, to-wit for every tun or half-tun 6 stivers, for every quarter or auker 3 stivers, for other casks, measured singly, according to the instructions given him and that in future no dissensions may arise, it is hereby expressly forbidden, that henceforth no one shall deliver to any tapster, burgher or stranger a tun, halftun or quarter, unless they are stamped, under a penalty of 25 fl.

Concerning weights, ells, schepels and cans, which are in use here within the jurisdiction of this City for receiving and delivering, we find, that here also many frauds and abuses have crept in, to prevent which it is ordered by their Honors, that from now nobody, be it of what position, condition or nation he may be, shall be allowed to use within the jurisdiction of this City any other ell, weight or measure than those used in the renowned City of Amsterdam in the Netherlands and that this order may be carried out, all, who sell goods here by the ell, weight, schepel or can are commanded, to come with their weights and measures, used for delivery or receipt, once a year, that is to say on the 25th of January,—or if in the meanwhile they wish to have anything stamped, on a day, appointed upon due notification by the Court messenger,—to the City hall and then to have them measured in the presence of two members of the Court, for which they are to pay into the treasury of the City, to-wit :

for each schepel.....	50 stivers
“ each ell.....	20 “
“ each can, large or small,.....	6 “
“ each weight of from 1 to 10 lbs.....	3 “
“ “ “ “ 10 to 20 “ .....	5 “
“ “ “ “ 20 to 50 “ .....	8 “
“ “ above 50 “ .....	10 “

And if after the expiration of the said time anybody is found, who still uses not measured weights or measures in delivering or receiving goods, he shall pay a fine of 10 fl. the first time, 20 fl. the second time and double as much the third time with closing of his shop.

In order, that this ordinance and by-law be the better observed and carried out, the Hon<sup>ble</sup> Schout is authorized and charged closely to watch, whenever it is convenient to make inspections and to execute this ordinance after publication.

Thus done etc., January 13, 1657.

The Burgomasters and Schepens of the City of Amsterdam in N. N. having deemed it necessary, that following the laudable customs of the <sup>Renewed Febr'y.</sup> Fatherland, a sworn and qualified person be appointed to <sup>21, 1658.</sup> the office of grain measurer and what belongs to it in this City, who shall measure goods, sold by the tun or schepel, the Director General and Council of N. N. have chosen out of the persons nominated for said office by the Burgomasters and Schepens, and hereby confirm Jacob Leendersen van die Grift and Michiel Janzen, of which the community is hereby informed, that in the case of delivering or receiving any grain, lime or whatever else is handled by the tun or schepel these sworn measurers may be called and employed, who shall receive as salary for their work for each tun of lime or such like 4 stivers, for each schepel 8 pence \* or half a stiver, of which the receiver and the deliverer shall each pay one half.

That henceforth no differences between the delivering and the receiving parties may arise, it is ordered, that from now nobody shall be allowed to measure for himself or have measured by anybody else, than the sworn

\* 16 pence make a stiver, 20 st. a florin, equal to 40 cents U. S.

measurers, any grain, lime or goods, which are sold by the tun or schepel or come here from elsewhere as cargoes and in wholesale, under a penalty of 3 fl. for the first transgression, 6 fl. for the second and arbitrary correction for the third.

However we except from the operation of this order all measuring by persons in their business or what among burghers goes from one hand to the other for provisions, as long as they do not quarrel over the measure and are satisfied with what is delivered or received and that the measures have been gauged, according to law.

Thus done etc, February 19, 1657.

It has been found, that within this City of Amsterdam in N. N. many burghers and inhabitants throw their rubbish, filth, ashes, dead animals and such like things into the public streets to the great inconvenience of the community and dangers arising from it. Therefore the Burgomasters and Schepens ordain and direct, that henceforth no one shall be allowed to throw into the streets or into the graft \* any rubbish, filth, ashes, oyster-shells, dead animal or anything like it, but they shall bring all such things to the to them most convenient of the following places, to wit the Strand, near the City hall, near the gallows, near Hendrick the baker, near Daniel Litsco, where tokens to that effect shall be displayed, but not on the public streets under a penalty of 3 fl. for the first offence, 6 fl. for the second and arbitrary punishment for the third. Furthermore everybody is ordered, to keep the streets clean before his house or lot under the preceding penalties and that this be done, we herewith charge and command our Officer to execute this order after publication and to proceed against all transgressors, as in duty he is bound.

Thus done etc, February 20, 1657.

Having considered the request of the Hon<sup>ble</sup> d'Silla as Schout, relating to the contravention of the bakers, whose bread has been found too light, it has been decided, that if coarse bread, which ought March 5, 1657. to weigh 8 lbs., is found to be more than 2 ounces too light, it shall be taken away by the Officer and be confiscated and the baker be condemned to the fine according to the ordinance of the Director General and Council of October 30, 1656 and further that the bakers shall be summoned to

\* A canal, running in the middle of the present Broad Street.

appear before the next meeting and be informed of their transgressions, but they are this time to be forgiven their fines, receive only a reprimand and be warned to pay better attention to their weight in the future under the published penalties.

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NOTICE.

The Schout, Burgomasters and Schepens of the City of Amsterdam in N. N. to All, who shall see or hear these presents.

Know ye, that every inhabitant of this City and within its jurisdiction, who intends to slaughter for his own consumption any ox, cow, calf, sheep, lamb, hog or goat, must from to-day until the 26th of September 1658 report the true value of such animal and give notice thereof to Gerrit Hendricks, the farmer of the slaughter-excite under a fine, payable by all, who fail to do it.

For all such slaughtered animals, as above mentioned and to be consumed here there shall be paid to said farmer one stiver of each florin of its value.

For all salt meat and bacon, brought here in casks or barrels from outside of this jurisdiction for consumption here, the farmer shall be paid one stiver of every florin of its value.

For all fresh or salt meat, brought here not for consumption, but export, the importer shall be bound to obtain from the said farmer an import ticket, pertinently stating the quantity and weight of the meat and when he exports it again, he must fetch from the farmer an export ticket, paying each time 3 stivers.

Thus done and decreed at the meeting of the Burgomasters and Schepens of the City of Amsterdam in New Netherland October 1, 1657 and published from the City Hall on the 5th following.

By Order of their Honors

Tymotheus Gabry, Secretary.

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The Schout, Burgomasters and Schepens of this City announce and notify, that with the knowledge and approval of their Honors, the Director General and Council, they forbid, for the best of the City, that anybody shall be allowed to build within a cannonshot from the City's wall.

Thus done etc, October 1, 1657.

Their Honors, the Burgomasters and Schepens of the City of Amsterdam in N. N. have learned by frequent complaints of this and that inhabitant, that timber for piling, for building houses and necessarily used for other purposes is stolen and carried off, whereby such work is hindered and cannot be completed and great injury as well as damage is done,—and to prevent this their said Honors hereby strictly forbid under arbitrary correction for the first offense, that anybody should dare do it or have it done by either his servants or children or anybody else and the parents, whose children are inclined to do it and who allow it without punishing them, whereby they grow up in their wickedness and finally cannot give up their daily habits, shall suffer the punishment of their children, as if they themselves had committed the deed, without favour or pity. Furthermore whoever upholds such persons for the sake of greed and unrighteous gains shall be punished, as they are, for the receiver is as bad as the thief, and they shall be held as accomplices and abettors.

Thus done etc., December 3, 1657.

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It having been found, that some burghers and inhabitants of this City of Amsterdam or their servants throw into the just commenced graft all their filth, as ashes, dead animals etc. to the great inconvenience by bad odors of the people working there, also again filling up, what has been excavated,—Therefore the Burgomasters of this City hereby forbid, that henceforth anybody shall make so bold, as to throw into said graft any filth whatever, but he must carry it to the places, mentioned in the proclamation of the 20th of February of this year under the penalty of 25 fl. and that this order may properly be carried out, the Hon<sup>ble</sup> Officer is hereby commanded to execute it after publication and to proceed against the transgressors.

Thus done etc., December 3, 1657.

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Daily complaints are made to the Hon<sup>ble</sup> Magistrates of this city of Amsterdam in N. N. against the many tapsters and tavernkeepers, who to keep their business going detain such persons, as for their own sake and advantage would better attend to their occupations and protect their families honorably with God's help, but cannot make up their minds to it, because of the pleasures they find in drinking and jovial company by

which they not only spend their daily earnings, but also when out of money pawn the goods serving to the necessities of their families and thereby obtain the means of continuing their usual drinking bouts. Their wives and children suffer in consequence and become a burden to the Deaconry of this City.

Their Honors, the Burgomasters and Schepens, to obviate this evil therefore forbid all tapsters and tavernkeepers to receive in pawn any goods, of whatever nature they may be, such as clothing, furniture or the like, and to sell drinks therefor under the penalty of 25 fl. the first time, of 50 fl. the second time with a suspension of their business for 6 weeks and for the third offence closure of the place and restitution of the pawned property.

Thus done etc., December 3, 1657.

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NEW NOTICE.

All surgeons in this City are hereby notified, that the Court orders them to inquire of their patient, whenever they dress a wound, who has wounded him, and then to report it to the Schout or failing herein they are to pay the fine, imposed for making the wound.

Thus done etc., December 3, 1657.

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The Director General and Council of New Netherland to All, who shall see these presents or hear them read, Greeting !

Know ye, that to prevent the misfortune of conflagrations, the roofs of reeds, the wooden and plastered chimneys have long ago been condemned and Fire masters as well as Surveyors have been appointed for that purpose. The Director General and Council have several times published and renewed the pertinent orders, but nevertheless these orders are obstinately and carelessly neglected by many of the inhabitants, either because the fines and penalties are either too small and lenient or because they are not levied and executed. This negligence has now and then caused various mishaps and troubles by fires and it is even to be feared, that it may lead to the ruin of this City, considering that the houses are being built closer together. To prevent this the said Director General and Council have decided it to be necessary, not only to renew their former ordinances, but also to amplify the same and to

increase the fines as well as to have them promptly collected. They now order, that all roofs, covered with reeds, all wooden chimneys, all hay ricks, shall be taken down and removed within the next four months after the publication hereof under the penalty of 25 fl., which are to be promptly collected for every house large or small, every hay stack or wooden chimney, found in this City after the expiration of four months, including herein also chickenhouses and hogpens; of the fine one third to go to the Officer, who is to collect it, two thirds into the City treasury. If in the meantime a fire breaks out in any chimney or house, the respective owner is to pay a double fire fine, to wit 100 fl., to be used according to former ordinances. Furthermore, as it is usual in every well regulated town, that fire buckets, ladders and hooks are kept at the corners of the city or streets and in public houses, easily reached in time of need, which is here more necessary, than anywhere else, because for want of stones many wooden houses in this City are built one adjoining the other, therefore the Director General and Council hereby authorize and order the Burgomasters of the City, that they or their Treasurer shall promptly levy for each house, large or small, a tax of one beaver or 8 fl. in wampum, according to the rating of the office, and with this revenue order from the Fatherland by the first opportunity 100 or 150 leathern fire buckets and to have some fireladders and hooks made with the surplus, also to levy a yearly tax of one guilder for every chimney for keeping these in good condition.

Thus done etc., December 15, 1657.

The Director General and Council daily learn to their regret, that their former ordinance, relating to quarrelling, fighting, and beating each other, is not observed and obeyed, agreeably to their good intentions, but that some reckless persons transgress it for the sake of a single insulting word, because of the smallness of the fine, imposed by the former ordinance. This is proved by the fact, that some people do not hesitate, to say even in the presence of the Officer: "Oh, it costs only one pound Flemish in wampum." To prevent this and further accidents from such quarrels, the said Director General and Council hereby strictly forbid the making of noise on the streets, quarrelling, hitting each other, because such things can only cause provocation and trouble, even murder,

under the penalty, that the transgressor hereof shall pay as fine for a simple blow with the fist 25 fl. and if he causes blood to flow four times as much and if it happens in the presence of the Officer, of a Burgomaster or Schepen double the amount to be applied as is proper. Let everybody heed this and guard against loss.

Thus done etc., December 25, 1657.

The Director General and Council daily see, that their former well meant orders and proclamations are not obeyed, but that notwithstanding their repeated renewals many fine and large lots in the best and most convenient parts of this City remain unimproved and are kept vacant by their owners, either for a profitable advance in price or for pleasure, preventing others from building and thereby increasing the population of the City, from promoting our trade and from beautifying this place, which to do many newcomers might be induced, if they could buy a convenient lot for a reasonable price, conform to the above mentioned ordinances. The neglect, if not vilification, thereof principally leads to the keeping back these large and fine lots for profit or pleasure and this is done, because the former ordinances do not carry a fine ; for the owners, who have held such lots for years without expenses, are keeping them for an advance in price or using them for pleasure as orchards or gardens, thereby preventing the erection of houses and the increase of the population, hence also the advancement of trade and injuring the wellbeing of the City, contrary to the good intention of the Lords Directors of the West India Company, the Masters and Patroons of this Province, as first givers and dispensers of the lots, to be used for the adornment, population, increase of inhabitants, trade and welfare of the City by houses, as the patents given expressly stipulate under such taxes, as said Lords or their deputies may impose. In obedience to their orders the said Director General and Council have lately caused their sworn surveyor, in the presence of the Burgomasters to survey and measure the vacant lots for regulating the streets and they find several hundred lots within the City walls vacant and not built on. In order, that, agreeably to the good intentions of the said Lords Directors and in conformity with the former ordinances, these may the sooner be built upon, any way, that the doubts about the ownership of such large lots for profit or pleasure without tax-

ation may be settled and the persons, wishing to build on lots, acquired at a reasonable price, may be accommodated, the Director General and Council, amplifying the former ordinances ordain, that all vacant lots, lately measured and laid out by the Surveyor of the Director General and Council, shall immediately after publication hereof be appraised and taxed, first by the owners themselves, that they may not complain hereafter over the valuation by others, which appraisal shall stand as long as the owner keeps the lot or lots unimproved, he paying his yearly tax of the 15th penny in two instalments, namely one half on Mayday, the other before the Fairday of this City; this revenue is to be applied to the fortifications of this City and their repairs. The Burgomasters are directed and authorized, to summon after the publication of these presents before them in the City hall the owners of the lots in person, without regard to their position and have them make the appraisal, which their Secretary is properly to record and the Treasurer is to receive the revenue. In case of opposition or refusal they are civilly to reprove the refractory person and tax his lot according to value and circumstances, under the condition, that the owner shall have the choice of keeping the lot, taxed by the Burgomasters, if he will pay as aforesaid the 15th penny, or of surrendering it to them for the behoof of the City at the price, put on it by the Burgomasters, while on the other side it is left to the device of the Burgomasters, either to take the lot at its owner's price for account of the City and sell it at this price to any one, who desires and is ready to build, if the owner himself is not willing to build, conform to the ordinances or else to leave it to the owner, until it is built upon by him or others, when this burden, for good reasons laid upon unimproved lots, shall be taken off. To promote the increase of population by their living closer together, the strength and welfare of this City still more, the Director General and Council ordain, that henceforth no dwellinghouses shall be built near and under the walls or gates of the City in this jurisdiction, until the lots, hereinabove spoken of, have been properly improved.

Thus done etc etc., January 15, 1658.

The Director General and Council of N. N. are not only informed, but also notice, that some persons do not proceed with the solemnization

of their marriage as they ought to, even after the bans have properly been proclaimed three times, but delay it from time to time, not only for weeks, but even for months, which is quite contrary to the good order and customs of our Fatherland. To prevent the irregularities arising from such delays, the Director General and Council herewith order, that all persons, who have their bans proclaimed three times and against whose marriage no legal opposition exists, shall solemnize it within at least a month after the third proclamation of the bans or else to appear before the proper authorities and give the reasons for not doing so, all under the penalty of 10 fl. fine for the first week after expiration of said month and 20 fl. for each following week, until they have reported the reason of their disobedience.

Furthermore no male and female shall be allowed to keep house together like man and wife, before they have legally been married, under a fine of 100 fl. or as much more or less, than their position admits and all such persons shall be amerced anew by the Officer every month, according to the orders and customs of the Fatherland.

Thus done etc., January 15, 1658.

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WHEREAS many, even the greatest part of the burghers and inhabitants of this City build their privies even with the ground with an opening towards the street, so that hogs may consume the fith and wallow in it, which not only creates a great stench and therefore great inconvenience to the passers-by, but also makes the streets foul and unfit for use,—therefore to obviate it the Burgomasters and Schepens herewith order and command, that all and everybody, whoever they or he may be, shall break down and remove such privies coming out upon the street within 8 days after the publication hereof, rebuilding them in such places, that they give the least offense to the community under the penalty of 6 fl. for the first time, double as much the second and arbitrary correction the third time.

Furthermore as the roads and streets of this City are by the constant rooting of the hogs made unfit for driving over in wagons and carts, the Burgomasters and Schepens direct and order, that every owner of hogs in or about the City shall put a ring through the noses of their hogs, to prevent them from rooting, within 8 days under a penalty of 2 fl. for each

time (?), that this ordinance is not obeyed and that it may properly be carried out, we charge and direct hereby our Officer to see to it and proceed against the transgressors after the publication hereof.

Thus done at the City hall, August 19, 1658.

The Schout, Burgomasters and Schepens of this City of Amsterdam in New Netherland have thought it to be highly necessary, that agreeably to the laudable customs of our Fatherland the measuring and gauging of cans, weights, ells and schepels be regulated, so that no questions and troubles might arise from it and especially that everybody may be treated alike. Therefore everybody, who uses such measures and weights in his business for receiving or delivering wares, is hereby informed, that he must come with them to the City Hall on the morning of the last of August, where the Committee of this Court will sit from 9 to 11 O. C. A. M. and 2 to 5 O. C. P. M. to mark the measures and weights brought, for which marking there is to be paid into the City treasury

for each schepel.....	15 stivers
“ “ ell.....	20 “
“ “ can, large or small.....	6 “
“ “ weight from 1 to 10 lbs....	3 “
“ “ “ “ 10 to 20 “ ....	5 “
“ “ “ “ 20 to 50 “ ....	8 “
“ “ “ over 50 “ ....	10 “

And if after the expiration of the said time someone is found, who uses for receiving or delivering an unstamped ell, weight, schepel or can, he shall be fined 10 fl. the first time, 20 fl. the second and twice as much the third with the closing of his shop. The Hon<sup>ble</sup> Schout is hereby directed and authorized, to see that this ordinance is strictly observed and obeyed and whenever he thinks it proper to make visits of inspection and carry it out.

Thus done etc., August 27, 1658.

The Schout, Burgomasters and Schepens of the City of Amsterdam in N. N. to All etc. Greeting!

We have seen and noticed, besides we hear daily complaints among the community over, such depreciation of the wampum, that it is almost

impossible to make bargains in it with bakers, brewers, peddlers, shopkeepers, laborers and others. Wishing to remedy this trouble to the best of our ability for the promotion of trade and the general welfare of the inhabitants we have, with the knowledge and approval of the Director General and Council, resolved and decreed, that henceforth, when differences arise between man and man, wampum shall in this City be worth : 8 white or 4 black beads of good wampum equal to one stiver ; besides in cases of existing debts, payable in wampum, the debtors are allowed six weeks time, in which to pay their creditors in 6 white or 3 black beads for the stiver. If the creditors are not paid within this time, they have to govern themselves according to this proclamation. We also recommend to all bakers, brewers, shopkeepers and merchants to sell their goods at reasonable prices to the people and we charge everybody to govern himself by the tenor hereof and guard against losses.

Thus done etc., October 10, 1658.

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The Director General and Council of New Netherland to All etc.  
Greeting !

Know ye, that notwithstanding the former reduction of wampum at the public Counting House from 6 to 8 in white and 3 to 4 in black beads for the stiver, we are still informed by the remonstrance of the Burgo-masters and Schepens of this City and the reports of others of the excessively great and unbearable dearness of the necessary commodities and articles, used in the house, caused by the abundance and depreciation of wampum, which by the scarcity of beavers has been run down to 16 and more guilders for the beaver, thereby affecting all household commodities and necessities to such a degree, that shopkeepers, tradesmen, brewers, bakers, tapsters and chandlers charge 80, 90, even 100 per cent, whether they dispose of their work or their goods for beaver or wampum. This has induced the Director General and Council, at the request of the Burgo-masters and Schepens, to allow wampum to pass at the Company's office according to the formerly mentioned proclamation at the rate of 8 instead of 6 white and 4 instead of 3 black beads for the stiver, but as past experiences have taught us, it is not only to be feared, but also very probable, that this reduction will not stop the complaints and the dearness nor change the disparity between beaver and wampum in payments, while it

may be presumed on the contrary, that the traders will give the more fathoms or strings of wampum for a beaver, the more beads they receive for a stiver. We must also dread, that the high prices for goods, even of the most necessary commodities, such as beer and wine, shall continue and be excused by the pretext of too great a disparity between beavers and wampum. To prevent and remedy this as much as possible the Director General and Council see no better means or expedient, than to declare once more, as they have already done several times, to wit, that wampum is only merchandize, bought, sold or bartered by the measure or for a guilder, as parties may agree and that a payment in wampum in sums above 20 fl. shall not be held valid in law, unless a written agreement or acknowledgment of the parties convinces the judge. But in as much as wampum must be current for want of ready money and for the daily household necessities between man and man, purchaser and seller, the Director General and Council think, that henceforth not wampum, but the commodities as bread, beer and wine must be reduced and go up or down in price following beaver, as the general market may demand it. Therefore they direct and order, that bakers, brewers, tapsters and other retailers shall not sell bread, beer or wine at higher prices, than those fixed by the Director General and Council, also by the respective lower jurisdictions with the knowledge of the Director and Council. Therefore to prevent any further clamors and complaints over the high prices and to regulate the price of commodities, like bread, beer and wine, which in time to come may be changed and lowered, the Director-General and Council have, by and with the advice of the Burgomasters of this City, resolved and now ordain, that the brewers, bakers, as well as shopkeepers and chandlers shall sell daily household commodities at three prices, to wit for silver, beaver or wampum, as the latter has at present been reduced all over the Province, to wit 8 white or 4 black beads for a stiver and according to this order the brewers shall deliver the barrel of good beer for 10 fl. in silver, Holland value, for 15 fl. in beavers, the beaver at 8 fl., for 22 fl. in wampum, 8 white or 4 black beads for the stiver, small beer at 3 fl. in silver, 4½ fl. in beavers and 6 fl. in wampum.

The tapsters shall sell the *vaan*\* at 6 stivers in silver, 9 in beavers, 12

\* Two quarts.

in wampum ; the pot of French wine at 18 st. in silver, 24 in beavers and 36 in wampum ; the pot of Spanish wine at 24, 36 and fifty respectively ; the quarter of brandy at 5, 7 and 10 resp.

The bakers shall charge for coarse wheat bread, the loaf weighing 8 lbs., 7 stivers in silver, 10 in beavers, 14 in wampum ; for rye bread of the same weight 6, 9 and 12 resp. ; for white bread in 2 lbs. loaves, 4, 6 and 8 resp.

Thus done etc etc., November 11, 1658.

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The Schout, Burgomasters and Schepens of the City of Amsterdam in N. N. to All etc etc. Greeting !

Know ye, that for the convenience of everybody it has been deemed best and decided to establish in this City and jurisdiction a market of lean and fat cattle, oxen, cows, sheep, goats, pigs, bucks and the like and with the approval of the Director General and Council to have made and put up convenient stalls for the benefit of everybody bringing cattle to the market. If any animals cannot be satisfactorily sold, they shall be again ferried over for nothing. Everybody is also hereby notified, that the time, when lean cattle may be brought to the market shall begin on the 1st of May and end on the last day of the same month, the time for fat cattle shall begin on the 20th of October and last until the 30th of November precisely every year : during which periods it shall be a free cattle market and no stranger shall then be liable to arrest or be subject to a summons, but unmolested he may attend to his business. Let everybody govern himself accordingly.

Thus done etc., January 7, 1659.

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The Director General and Council of New Netherland hear to their regret great complaints daily, that the posts, rails, clapboards and other parts of the fences, put up around sown fields and gardens at great expense, trouble and labor for the protection of the crops, are stolen in the night as well during the day. That what has been or may be sown or planted be not destroyed and trodden down by cattle because of deficient fencing, which must be feared, if no timely provision is made, also that during the present winter all the lands and gardens may not be deprived of their fences, which would lead to the destruction of everything sown

or planted and leave us no crops to gather next year,—the Director General and Council aforesaid, in the presence of the Burgomasters and Schepens of this City and wishing to prevent it, hereby expressly admonish every one, of what position or condition he may be, and at the same time order, that henceforth no garden, sown or planted land shall be stripped of posts, rails, clapboards or other fencing, under the penalty, for him, who is found to do it wholly or partially, of being whipped and branded for the first offense and of being punished with the rope until death, without distinction of person and if after the date hereof somebody reports, a person who has stripped fences of post, rails etc. he shall receive a reward and his name shall be concealed.

Thus done etc., October 9, 1655, renewed December 30, 1658, and again renewed January 7, 1659.

Many complaints are daily made among the burghers and inhabitants, because they cannot obtain any coarse bread at the bakers, as none or only a little is baked ; while white bread, cakes or sugarpones are too expensive for the general public, to be used in the families. Considering the high price and scarcity of grain, also the complaints of the bakers, that they cannot bake bread at the formerly fixed prices without loss, the Schout, Burgomasters and Schepens, to obviate new complaints as much as possible fix the prices of bread as follows :

For each loaf of wheat bread, weighing 6 lbs. . . . 15 stivers.

“ “ “ rye “ “ “ “ . . . 12 “

“ “ “ white “ “ “ “ . . . 4 “

And hereby we order all bakers and people, who make baking their profession, to govern themselves by the foregoing weights and prices and to accommodate the burghers, inhabitants all and everybody, needing bread or wishing to buy it, but to prevent any more complaints we forbid herewith the baking of cakes or sugarpones.

Within this City of Amsterdam in N. N., following the laudable custom of the City of Amsterdam in Europe, all casks, ells, cans and weights are marked yearly for the prevention of frauds and cheating, which may be done with them. Therefore, that everybody may be treated alike and justly the Schout, Burgomasters and Schepens order, that all, who use such measures and weights in their business, shall have them measured

and stamped by the sworn Gauger, appointed for this purpose by their Honors under the penalties formerly published. As Gauger of casks Jan Jansen van Brestee, cooper, has been appointed and for the measuring and marking of ells, cans and weights Andries de Haas, who will receive their pay out of the fees according to the regulations given them. Let everybody govern himself hereby.

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NOTICE.

Herewith everybody is informed, that all, who intend to slaughter any animals, such as oxen, cows, calves, sheep, goats, hogs or the like, either for their own consumption or to sell fresh meat, within the jurisdiction of this City, must report such slaughtering to Egbert Meindersen at the Landgate,\* the farmer of the slaughter excise, stating to him the true purchase price or value of the animal and demanding from him the proper excise ticket, for which one stiver of the guilder value must be paid to him, under the penalty of losing the meat and paying the fine, fixed by law. Said farmer must also be informed of all salt meat and bacon, in casks or smoked, coming into this City from outside for consumption here, for which as before one stiver of the guilder in price or value is to be paid to him. If such meat or bacon, coming from outside, is not consumed here, but again exported, the farmer must be informed of it, a certificate of import must be procured and on exportation a like certificate of export, each certificate calling for a payment of 3 stivers and a correct statement of the quantity and weight under the penalties, fixed by law. Let everybody take notice hereof and guard against loss.

Thus done etc., September 25, 1659.

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The Burgomasters and Schepens of the City of Amsterdam in N. N. to All etc etc, Greeting !

Know ye, whereas there are coming here every year in the ships many Scots and traders, who, without previously having asked for, much less obtained the Burgherright, according to the privileges granted them by the Director General and Council, go with their merchandizes and goods to Fort Orange or elsewhere, to sell them there and thus to gather and take away the greatest profits, which the burghers and inhabitants of this city, not allowed to do it, must lose and

\* Broadway and Wall Street.

WHEREAS thereby the bread is taken out of the mouths of our people, quite contrary to the privileges of Staple and Burgherrights, granted to this City by the Lords Directors of the W. I. Company,

Therefore, considering the maintenance of their privileges and the prosperity of this City, the Burgomasters and Schepens order and charge all Scots and traders not to undertake the sale of any goods here, or to go with their merchandizes from here to Fort Orange or elsewhere in New Netherland, before first having asked for and obtained their Burgerright and having kept an open shop within this City. We also order and charge our officer here to pay strict attention hereto and properly to proceed against all transgressors. Let everybody be warned and guard against loss.

Thus done etc., March 9, 1660.

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The Burgomasters and Schepens of the City of Amsterdam in N. N. to All etc. etc. Greeting !

Know ye ; that some burghers and inhabitants of this City have presented to the Burgomasters a certain memorial for the purpose of securing foreign trade, which memorial having been communicated by the Burgomasters and Schepens to the Hon<sup>ble</sup> Director General and Council, these were pleased to submit it to the Lords Directors of the W. I. Company with a favorable endorsement. According to an extract from a letter of the said Lords Directors to the General and Council, a foreign trade privilege has been granted to this Province as being a measure to animate the cultivation of this country, on the advancement and continuation of which depends the prosperity and rise of this Province. It is expressly stipulated however, that the ships, going from here to France, Spain, Italy, the Caribbean Islands and other countries, to sell their loads of products or whatever other goods they may have, must with their return freights, bought with the receipts, touch at the City of Amsterdam in Europe or here for the purpose of paying at the discharge and sale of their cargoes such duties, as the Director General and Council shall deem reasonable. The community is informed hereof, that those, who like to engage in such traffic, may govern themselves by it.

Thus done etc., March 9, 1660.

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The Schout, Burgomasters and Schepens of the City of Amsterdam in N. N., hereby inform everybody, that, in accordance with an order of

the 30th of January last, made at their request by the Hon<sup>ble</sup> Director General and Council of New Netherland, all those, who absent themselves from here for four consecutive months, without keeping here fire and light, shall lose their Burgerright and therefore, when they return must buy it anew. Further nobody shall be allowed to go with his goods and merchandize to Fort Orange or elsewhere to trade, without first having been, agreeably to the order of the Director General and Council of May 25, 1660, in this City for six consecutive weeks and kept open shop here, but they may do it under the abovesaid order on condition, that they shall pay to the City 20 fl. in beaver or its true value besides the fees for their Burgerright.

Thus done etc., February 25, 1661.

Ordinance, relating to the Bakers and how they are to bake their Bread.

A whole wheat bread must weigh.....	8 lbs
A half       "       "       "       " .....	4 "
A whole rye bread       "       " .....	8 "
A half       "       "       "       " .....	4 "
A white bread, sold for 10 stivers must weigh ....	2 "
A ditto       "       "       " 5       "       "       " .....	1 "

The buns or rolls must weigh 2 lbs and not less, the halves in proportion; all this until further orders. And you are hereby further ordered by the Schout, Burgomasters and Schepens of this City, to govern yourself accordingly under the penalties, stated in the proclamation, and to designate the bread, you bake, with a special mark under the penalty of forfeiting the bread, found unmarked, and paying a fine of 25 fl. You are also to report the mark, which you intend to use, to the Secretary of this City within three times twenty four hours.

Thus done etc., March 25, 1661.

Marks of the Bakers, which they have reported according to the order of Schout, Burgomasters and Schepens as to be used.

- × this is the mark of Jacob Teunizen Kay
- × " " " " Hendrick Janzen, baker
- × " " " " Reinier Willemzen Backer (or baker)
- × " " " " Jan Gerrisen from Buytenhuysen \*

\* Literally the Outside Houses, or Outside of the House.

× this is the mark of Andries de Haas.  
 × “ “ “ “ Antony de Milt.  
 × “ “ “ “ Hendrick Willemzen, baker.

Hereby all bakers in this City are ordered by their Honors, the Burgomasters and Schepens, that from the date hereof and as soon as these presents shall have been communicated to them they are to bake for the convenience of the burghers and inhabitants as well as others, who may need it good wheat and white bread, whenever they have the flour to do it, under the penalty of being forbidden to bake for a year and six weeks and a fine of 50 fl., payable by him, who shall be found to have flour and not to have baked. A fine of 25 fl. shall be paid by all, who do not bake good and eatable bread.

Thus done etc., September 17, 1661.

The Schout, Burgomasters and Schepens of the City of Amsterdam in N. N. to All etc etc., Greeting !

Know ye. that to renew former proclamations and ordinances of the Hon<sup>ble</sup> Director General and council, especially that of October 26, 1661, concerning the baking and sale of coarse and white bread, which both are not baked of proper weight and suitable dough, but mostly with bran and thus sold, and to prevent this practice.

All bakers and those, who carry on the business of baking, are hereby ordered, constantly to bake for the convenience of the burghers and inhabitants coarse bread and to keep it for sale in the open shops. Whoever refuses to obey this order, shall be forbidden to carry on his business for a year and six weeks. Bread shall be baked and sold at the following prices :

One double loaf of wheat bread, weighing 8 lbs.	for . . . .	22 stivers
One single “ “ “ “	4 “	“ . . . . 11 “
One ditto “ “ “ “	2 “	“ . . . . 5½ “
One double loaf of rye bread, “	8 “	“ . . . . 18 “
One single “ “ “ “	4 “	“ . . . . 9 “
One ditto “ “ “ “	2 “	“ . . . . 4½ “
One loaf of white bread, “	2 “	“ . . . . 10 “
One ditto “ “ “ “	1 “	“ . . . . 5 “
One ditto “ “ “ “	½ “	“ . . . . 2½ “

Bread of lighter weight or sold without the knowledge and consent of the Director General and Council at different weight and higher price shall be confiscated and the baker shall besides pay a fine of 25 pounds Flemish for the first time, twice as much the second time and 100 pounds the third time with absolute prohibition of continuing the business. No baker or any one, who makes it his occupation to bake coarse or white bread for sale to Christians, shall be allowed to mix sifted bran, wholly or in part, with any kind of coarse or white bread for Christians, as already stated herein and under the penalties mentioned, the decision thereof resting with the judgment of the Court and those, whom for their superior knowledge of bread they have chosen and authorized thereto, to wit Hendrick Willemsen, the baker and Christoffel Hoogland. It is forbidden, henceforth to bake cakes, cracknells or sugarpones under the penalty of their confiscation and a fine of 50 fl. and to insure the carrying out of this order our Officer is charged, to pay strict attention and to proceed according to law against all transgressors.

Thus done etc., October 21, 1661.

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PRAYER BEFORE MEETING.

Oh God of Gods . . . . [paper broken and worn away] of Hosts Heavenly and Merciful . . . . We thank Thee, not only that Thou hast created us . . . . but also that Thou hast received us in Christ as . . . . allies. In addition it has pleased Thee to make us the rulers of the people in this place. Oh, Lord, our God, we miserable men acknowledge, that we are not worthy of this honor, we are also too weak and unfit to discharge this trust, unless Thou, oh God, gives us assistance. We pray Thee, the Fountain of all good Gifts, make us fit through Thy grace, that we may do the duties, imposed upon us, faithfully and honestly. Enlighten for this purpose the darkness of our minds, that we may distinguish right from wrong, truth from lies and give clean and just decision as judges, having our eyes on Thy Word, which is a sure guide to simple wisdom. Let Thy law be the light upon our paths and a lantern for our footsteps, that we may never leave the path of justice. Let us remember, that we hold Court, not of men, but of God, who sees and hears everything. Let respect of person be far from us, so that we may judge the

poor and the rich, friends and enemies, inhabitants and strangers, according to the same rules of truth and never deviate from them as a favor to anybody, and whereas gifts blind the eyes of the wise, keep our hearts from greed, grant also, that we condemn nobody lightly or unheard, but listen patiently to the litigants, give them time to defend themselves. Thy mouth and word be our counsel. Grant us also the grace, that we may use the power, which Thou hast given us, for the general benefit of the authorities of the church, the protection of the good and the punishment of the bad. Incline also the hearts of the subjects to dutiful obedience, that by their love and prayers our burden may be lightened. Thou knowest also, oh Lord, that bad and ungodly men usually vilify and speak against Thy holy ordinances, therefore arm us with strength, courage, wisdom and confidence, that we may oppose all sins and bad things earnestly and zealously and fight for truth and justice, until we are dead. Please also, oh good Lord, to bless the resolutions, to be taken by us, that they may be carried out and have effect to the honor of Thy holy Name, for the best of this place, entrusted to us, and for our salvation. Hear and listen to us, oh good God, in this and in all, which Thou knowest is for our good, for the sake of Jesus Christ, Thy dear son, in whose name we close our prayer thus :

Our Father etc etc.

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Thursday, February 6, 1653, present Martin Krigier, [Aarent van Hattem], Poulus Leendersen van die Grift, Maximilyanus van Gheel, Allard Anthony, Willem Beeckman and Pieter (Wolfertsen).

Their Honors, the Burgomasters and Schepens of this City of New Amsterdam, herewith inform everybody, that they shall hold their regular meetings in the house hitherto called the City tavern, henceforth the City Hall,\* on Monday mornings from 9 o. c., to hear there all questions of difference between litigants and decide them as best as they can. Let everybody take notice hereof. Done this 6th of February, 1653, at N. Amsterdam. Signed (as above except Arent van Hattem).

\* This building stood then on the North side of Pearl Str., nearly opposite to the head of Coenties Slip.

Monday, February 10, 1653, in Fort Amsterdam. Present as above and C. van Tienhoven as Schout.

Tomas Stevensen, pltf, v/s Hendrick Rudients, deft. Deft. in default.

Tomas Stevensen, pltf, v/s Cornelis Jacobsen Stille, deft. Pltf demands payment of 50 fl. balance of the purchase money of a house, bought of Pieter Bralin, which Pltf. had taken in payment. Deft. admits that he owes 48 fl., but says skipper Lourens has agreed to pay 24 fl. and whereas it appears, that skipper Louris has not paid anything, deft. is condemned to pay his own debt by the next first of May.

Juryaen Blanck, pltf. v/s Harmen Smeeman, deft. for payment in beavers for a brewkettle, delivered to deft. according to an obligation. Deft. acknowledging the debt offers to pay within a fortnight, which satisfies pltf.

Sybout Clasen, pltf. v/s Harmen Smeeman, deft., demands in writing payment of wages, 6 beavers, earned from Volckert Evertsen dec'd, whose estate has gone into the hands of deft. as heir. Deft. denies the debt, because it has not been mentioned in former accounts or been talked of. Pltf. is ordered, to prove his claim.

Harmen Smeeman, pltf., v/s Sybout Clasen, deft., demands payment of 13 beavers, according to judgment of the Director General and Council of October 7, 1652. The Burgomasters and Schepens decide, deft. must pay as adjudged.

Abram Planck, pltf., v/s Dirck Teunissen, deft. Pltf's. wife appearing, it is ordered, that pltf. must come in person, as he is in town ; therefore default is entered against him.

Pieter Andriesen, pltf., v/s Louris Duyts, deft : Jan Willemsen appeared to answer for deft., but had no power of attorney, therefore deft. is ordered to appear in person and declared in default.

Auken Jansen, pltf., v/s the wife of Juryaen Andriesen, deft., demands payment of 24 fl. for wages according to account. Deft. says, pltf. has damaged the work and the building more, than he has earned and contends, that therefore nothing is due to him.

Gillis Pietersen and Abram Clock, carpenters, are authorized by Burgomasters and Schepens to inspect the work and directed to make a written report of their findings.

Auken Jansen, pltf., v/s Hendrick Gerritsen, deft. Deft. in default, Jacob Willemsen, pltf., v/s Hendrick Gerritsen, deft. Deft. in default Hendrick Gerritsen, pltf., v/s Roelof Jansen and Jan Gerritsen, defts. Pltf. in default.

Hendrick Hendricksen, pltf., v/s Andries Pietersen Kuyper or cooper, deft., demands payment of 31 fl. on a note of hand. Deft. acknowledge, the debt. Burgomasters and Schepens decide, agreeably to deft's offer that he must pay within a month from date.

Joost Goderis, pltf., v/s Gulyam d' Wys, deft. Pltf. complains, that deft. has spoken to him and said, that Joost should give him, deft., a better opportunity, to have sexual connection with his, pltf's., wife, for, said deft. Allard Antony has it. He demands law and justice. The deft. denies the charge and demands copy of the complaint. Pltf. is ordered to prove his accusation and deft. is allowed to have a copy of it.

Joost Goderis, pltf., v/s Isaack Bedloo and Jacob Buys, defts. Pltf. appearing in Court accuses defts., substantially as follows : First, that he, Joost Goderis, came in a canoe from Oyster (now Ellis) Island with a boy, where they had been for oysters and pleasure. When they came off, they met the defts. with Gulyam d' Wys, Gyshert van der Donck, Jan Vinje, Pieter Werckhoven, Harmanus Hartoogh, and the young Cornelis Melyn. The deft., called out loud and said to Joost Goderis : You cuckold, then they sang out : Joost Goderis ought to wear horns, like the cattle in the woods etc and Bedloo with Buys said also to Goderis : Allard Antony has had your wife down on her back. Pltf. further complains, that when he came to the neighborhood of Loochmans house on the Strand after guardmount and asked Bedloo, why he had so insulted him, he, Bedloo, answered : " You fool, I have said nothing, you said it yourself," whereupon he, Joost, gave Bedloo a slap, who drew a knife and cut him, Goderis, in the neck as may be seen. He demands law and justice. Defts. deny all and demand copy of the complaint. Burgomasters and Schepens order, that pltf. must verify his complaint by next Courtday and defts. are granted the desired copy.

Monday Afternoon, February 10, 1653, in Fort Amsterdam Present : Arent van Hattem, Marten Krigier, Poulus Leendersen, Willem Beeckman, Allard Antony, M. van Gheel and Pieter Wolfertsen.

It is resolved by their Worships, the Burgomasters and Schepens of the City of N. Amsterdam, met in session, to submit the following to the Hon<sup>ble</sup> Director General and Council, to-wit : It ought to be ordered, that at the first opportunity a weighhouse be opened for the convenience and accommodation of all and everybody, to weigh all wares, none excepted, which are delivered here, and to appoint somebody to weigh everything above 50 lbs, for which he is to receive a fee of one penny per pound, payable by both purchaser and seller, each one half or as they agree.

Also, that all weights and measures, such as ells, schepels, tuns, half barrels, quarters and cans should be stamped, according to the custom of Old Amsterdam.

Furthermore, that it is necessary to appoint Orphanmasters, for which position there have been nominated by a plurality of votes from this Board Poulus Leendersen van die Grift and Willem Beeckman, from the citizens Olof Stevensen (van Cortlandt) and Cornelis Steenwyck, out of whom the Director General and Council may elect a single number, [that is two]. Thus done etc Febr'y 10, 1653. Signatures.

It is again resolved by Burgomasters and Schepens to submit to the Director General and Council the preceding points and to await an answer thereto in writing. Done at the City Hall, February 24, 1653. Signatures.

Monday, February 17, 1653. Present as above and Schout C. van Tienhooven.

Sybout Clasen, pltf., v/s Harmen Smeman, deft., demands payment as on the preceding Courtday and brings his accountbooks as proof. Deft. now acknowledges not to have paid for the coffin. Burgomasters and Schepens give pltf. time until next Courtday, to consider, whether he will swear to his accounts and that it is a just debt, for which he has never received payment or if he cannot take the oath, his demand is to be denied.

Hendrick Egbertsen, pltf., v/s Hendrick Gerritsen, deft. Deft. in default.

Carsten Clasen, pltf., v/s Isbrant Goethart, deft. Deft. in default.

Abram Planck, pltf., v/s Dirck Teunissen, deft., says, he has rented certain lands to deft. for the fourth part of the products, but he has only received one seventh ; therefore he demands delivery of the balance ; he also complains, that deft. has not delivered one fourth part of the lime under sentence of Court. Deft. admits the lease of the land and says, he

has given pltf. one just fourth of the crops from the land : he demands proof to the contrary, asserting also, that he has measured off a fourth of the lime. After hearing both, they are ordered to bring proofs of their allegations next Courtday.

Jacob Kip, pltf., v/s Hendrick Hendricksen, deft., demands delivery of 10 schepels of barley or payment of 30 fl., pleading for his seizure. Deft. admits to owe 30 fl. and is ordered to satisfy pltf. in 14 days.

Jan Peeck, pltf., v/s Jan Gerritsen, deft., demands payment of 48 fl. 18 stivers for victuals consumed at the funeral of one Jems Bronck, a soldier, who had been shot dead, for which deft. had given security. Deft. says, it is true, he has been at the party, consuming the victuals, but as he is no heir nor has received any benefits from deceased, he maintains, he is not bound to pay. Having heard both, Burgomasters and Schepens decide, that deft. is not bound to pay, but that pltf. must look for payment of his claim to the estate of deceased or his pay from the Company.

Joost Goderis, pltf., v/s Pieter Werckhoven, deft. Deft. in default.

Joost Goderis, pltf., v/s Gysbert Verdonck, Jan Vinje, Harmanus Hartoogh and Antony van Hardenberger, defts., each for himself. Pltf. requests, that defts. make their declarations before the Court, according to the interrogatory, submitted by him, which was done in full session, each being examined singly.

Johannes de Peyster, pltf., v/s Philip Galpyn, deft., demands return of purchase money, by him promised and paid to deft. for a barrel of mackerel, which, pltf. says, he has seen only 7 or 8 days after purchase in the ship and which upon receipt turned out to be spoiled in the middle and at the bottom. He offers to return the mackerel. Deft. answers, that pltf. came on board for mackerels and a barrel having been opened at one end, he, deft., said, pltf. should look at the fish and if they suited him, he might have them or else leave the barrel aboard. Pltf. admits this. Burgomasters and Schepens, having heard complaint and answer and paid close attention to the statements of the parties, order, that Jan de Peyster shall pay to deft. the balance, of what he owes for the mackerels, because after the opening of the barrel he had seen the fish, they had pleased him, he had purchased and received the barrel. Considering the further claim of damages, suffered by deft. through his appearance in Court, according to summons, Burgomasters and Schepens declare this

claim frivolous, as pltf. proves by witnesses, that he has satisfied deft. for it. This claim for damages is therefore denied.

C. van Tienhoven, ex officio as Schout, pltf., v/s Stoffel Elzers, deft. Pltf. says, deft. had called Adam Roelantsen, the woodcutter, from his work in the Church, outside of the Fort and then attacked and beaten him on the public street, as appears by the complaint and request of the Schout for sentence in writing. Deft. denies having called Adam Roelantsen out of the Fort or beaten him. Their Worships, having heard both sides, decide, that Stoffel Elzers is provisionally to be released from the prison, on condition, that he promises in writing to appear at all times, when summoned.

Their Worships, the Burgomasters and Schepens, appoint Paulus Leendersen van die Grift and Wilh. Beeckman a Committee, to hear the witnesses of Joost Goderis and the case of Stoffel Elzers in the presence of the Officer and to report to the full Board.

Monday, February 24, 1653, in the City Hall. Present as preceding.

Jan Barentsen, carpenter, pltf., v/s Isbrant Dircksen Goethart, deft., demands payment of 117 fl. 5 st. earned. . . . Deft. admits the debt to be just and promises to pay within a month, which satisfies pltf.

Karsten Clasen, pltf., v/s Isbrant Dircksen Goethart, deft. Pltf. in default.

Pieter Luyckesen, pltf., v/s Isbrant Dircksen Goethart, deft., demands that deft. shall pay 20 beavers according to an obligation and the judgment of Director General and Council of Septbr. 2, 1652. Their Worships refer to said judgment.

Hendrick Egbertsen, pltf., v/s Hend<sup>k</sup> Gerritsen, deft. Deft. a second time in default.

Dirck Tuenisen, pltf., v/s Pieter Kock, deft. Deft. in default.

Tomas Hall and Egert Woutersen are hereby authorized by Burgomasters and Schepens, to decide as arbitrators the differences between Abram Planck and Dirck Teunisen, the Norman, concerning the produce of the land and the lime, as well as they can or else report their findings in writing to their Worships.

Pieter Kock, pltf., v/s Annetie Cornelissen Van Vorst, deft. Question of marriage, Jacob Stoffelsen, as stepfather of deft. appears before the Court and the litigants hand in some writings, which having been read to

them mutually. Burgomasters and Schepens decide, that each side shall have a copy of the papers of the other, and order, that deft. must appear in person with her stepfather next Courtday and that then the parties shall state, what else they may have to claim.

Gysbert van der Donck, pltf., v/s Willem Jansen, deft. Deft. in default.

Tomas Spyser, pltf., v/s Marten Jansen, deft. Pltf. in default.

Sybout Clasen, pltf., v/s Harmen Smeeman, deft. Pltf. coming into Court offers to swear, according to previous order, to the half share, which is charged against him and as Albert Jansen is absent, who has helped doing the work, he is deferred to the next day of Court, then they are to appear together and each for himself to confirm by an oath, what is still owing to them.

Jacobus Schellinger, pltf., v/s Willem Komtael, deft., demands payment of 106 fl. 5 st. 12 p. for goods received, for which deft. has promised to deliver tobacco. Deft. admits the debt is just and is condemned by Burgomasters and Schepens to pay the sum demanded within 6 weeks.

Casper Steenmets, pltf., v/s Judick Verleth, deft., demands a balance of 71 fl. 4 st. 8 p. according to account of wages earned by his wife as servant of deft., who produces an account, showing that pltf. has to claim only 75 fl. wages, and 15 fl. in wampum, also that as specified she has received goods to the amount of 128 fl. 1 st. 8 p. including freight, so that pltf. still owes a balance of 39 fl. Burgomasters and Schepens decide, that the parties shall give each other copies of their accounts and that the wife of Casper Steenmets shall personally appear before the next Court.

Jermyn Nieulant, pltf., v/s Claes Terhaer, deft., demands payment of 7 fl. 10 st. for shingles, delivered to deft. on the Strand. Deft. denies having seen or received the wood and pltf. is ordered, to prove his statement.

Hendrick Gerritsen, pltf., v/s Auken Jansen, deft. Both in default.

Jan Gerritsen, pltf., v/s Hendrick Gerritsen, deft. Deft. in default.

Willem Albertsen, pltf., v/s Claes Terhaer, deft. Pltf. has paid and advanced to deft. 105 fl. 16 st., of which he has received in return in casks 75 fl. according to his account, so that there is a balance of 30 fl. still due him, which he wants paid. Deft's accounts upon examination agree to within 1 fl. 17 st. with the money received, but he claims, they show, that

he has earned 90 fl. in casks. Thereupon the Burgomasters and Schepens authorize Jan Jansen and Tomas Frericksen, both coopers here, to appraise the work, done by deft as to its value here and to make parties agree or else make a written report of their opinion.

Monday, March 3, 1653, at the City Hall. Present as before. Schout Cornelis van Tienhoven delivers the following answer to the propositions :

Concerning the propositions of their Worships, the Burgomasters and Schepens of this City of New Amsterdam

The Director General and Council of New Netherland decide, that, when proper, a weighhouse and scales shall be built and made. An ordinance concerning it shall be passed, as soon as the weighhouse is ready, and weights and measures be furnished, which shall be conform to the standard of Amsterdam ; all weights and measures in this Province shall be regulated by it in conformity with former orders and regulations concerning this matter, copies of which shall be given to Burgomasters and Schepens, that in the meantime they may, through the Schout, have all measures and weights examined and stamped with a mark, selected by them.

Concerning the appointment of Orphanmasters, however praiseworthy the intention of the Burgomasters and Schepens is and the Director General and Council are pleased with it, yet considering, that more appendages are required thereto, before such an Orphans Court could be established, for which the weak state of this just beginning City is not yet prepared, while at the same time it is not less necessary according to God's orders to take care of widows and children, the Director General and Council decide, that the Deacons shall keep their eyes open and look as Orphanmasters after widows and orphans, reporting to Burgomasters and Schepens or when necessary to Director General and Council, that special curators may be appointed for this or that widow and orphans or over their estates, whereupon Burgomasters and Schepens or as the case may be the Director General and Council shall make such order and appoint such curators as may be required by circumstances, the curators being responsible to Burgomasters and Schepens and if these learn, that the effects and property of widows and orphans are not taken care of, they are to appoint curators and call the negligent to account.

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Thus done at the meeting in New Amsterdam, this 26th of February  
2<sup>o</sup> 1653. Signed

P. Stuyvesant.

Below stood : By order of the Hon<sup>ble</sup> Director General and  
Council of New Netherland signed :

Carel van Brugge, Secretary.

Marten Jansen, pltf., v/s Tomas Spyser, deft. Pltf. in default, excused on account of bad weather and Tomas Spyser, having been heard in regard to his last default, is found not to have been properly summoned and therefore excused.

Pieter Kock v/s Annetie van Vorst. Deft. absent because of bad weather and excused.

Willem Albertsen, pltf., v/s Claes Terhaer, deft., demands payment of what is due to him according to accounts and the decision of the arbitrators, appointed by Burgomasters and Schepens. The accounts having again been examined by the Court, it is found, that there is due to him a balance of 30 fl. 13 st., therefore Burgomasters and Schepens condemn deft., to pay said 30 fl. 13 st. which as the arbitrators say are due to pltf. either in work or in money within 6 weeks from date.

Hendrick Sweet, pltf., v/s Claes Terhaer, deft. Pltfs default excused by bad weather.

Germyn Nieulant, pltf. v/s Claes Terhaer deft. Pltf. in default and excused on account of bad weather.

Teunis Kraey, pltf., v/s Andries Kuyper, deft. Both in default.

Jan Gerritsen, the smith, pltf., v/s Krigier Inscob, deft. Deft. in default.

Jan Gerritsen, the mason, pltf., v/s Hendrick Gerritsen, deft. Deft. being in default the third time, pltf. demands judgment against him for wages earned, to-wit working on an axle-tree 16 fl., of which he has received 10 fl. by the making of a suit and a pair of leather breeches, also 19 fl. earned in raising defts. house. Burgomasters and Schepens condemn deft. for his contumacy to pay to pltf. within 4 weeks the above specified and demanded sum of 25 fl.

Gysbert van der Donck, pltf., v/s Willem Jansen, deft., demands that deft. shall enter upon and perform his services as contracted. Deft. takes exception and wants copy of the contract. Burgomasters and Schepens

decide, that deft. may have the desired copy and order him to appear next Courtday with his answer, or else, if he is in default, he must go to his service.

Sybout Clasen and Albert Jansen appeared in Court according to order of February 24 and each for himself stated under oath, that they had never been paid or received anything on their claim by Harmen Smeeman, as heir of Volkert Eversen, and that they still have a just claim on him. Harmen Smeeman is condemned to pay said sum in money, such as is usually current here.

Guliam d' Wys, pltf., v/s Joost Goderis, deft. Pltf. declares himself insulted by the complaint of deft., made last Courtday and requests, that deft. shall give security for the expenses and damages, already caused and likely to follow, in case he fails to prove his allegations. He demands also reparation of his honor. Deft. states, that his witnesses have not yet handed in their testimony, therefore pltf's complaint cannot be received.

Joost Goderis, pltf., v/s Gysbert van der Donck, deft., demands that deft. shall swear to his declaration. Deft. having been further examined on the interrogatory refuses to confirm it under oath.

Joost Goderis v/s Jan Vingne. Pltf. makes the same demand, as in preceding case and deft. refuses to make oath to his declaration.

Joost Goderis v/s Harmanus Hartoogh. Deft. says, he is not bound to swear to such trifles and further declares, that Buys had asked Goderis for *lettre repressaille* (permission to help himself).

Joost Goderis v/s Antony van Hardenbergh, demands, that deft. swear to his statement. Deft. again examined further says, that Buys asked Goderis for letter repressaille, but declares, he cannot swear to it.

Pieter Werckhoven, examined in Court by the Committee of February 17, answers to the first question, not to have heard it, to the second, third, fourth and fifth the same, to the sixth, that he had seen Bedloo run after Goderis, but not that he struck or wounded him. He refuses to swear to his statement.

Questions, ordered by Burgomasters and Schepens on the requisition of Joost Goderis to be categorically answered with yes or no by Gysbert van der Donck, Jan Vinje, Antony Hardenbergh and Harmanus Hartoogh to-morrow the 4th of March at 9 a. m., when the said persons shall be held to confirm their declarations by oath according to law :

## 1

Whether on the 29th of January, on Oyster Island, they have heard Buys and Bedloo, or somebody else of their party call to Goderis "You cuckold and horned beast, Allard Antony has had your wife."

## 2.

Whether Buys did not ask Goderis for a letter of reprisal or permission, to sleep with his, Goderis', wife, saying, Allard Antony does it. Done in Court as aforesaid, March 3, 1653.

The abovenamed men, having been given the foregoing in Court, propose, that they should be indemnified for the loss of time and other expenses, which they have already had or may have by this examination and they demand sufficient security, whereupon Burgomasters and Schepens tell them, this point will be considered.

Tuesday morning, March 4. Present Arent van Hattem, Poulus Leendersen van die Grift, M. van Geele, Willem Beeckman and Pieter Wolfertsen.

Pursuant to order of March 3 Gysbert van der Donck was heard. He answers, that he is firmly resolved to stand by his former declaration and is not willing to swear, whether he has heard the insults or has had any knowledge of it, because he is in doubt, as there was a great deal of bantering talk, which he cannot confirm or deny categorically.

Jan Vinje is absent.

Antony Hardenbergh, examined pursuant to order of March 3, refuses to swear to his former statement, also whether he has heard the insults or that he has had any knowledge of them.

Harmanus Hartoogh answers like the others, that he is not willing to swear to his declaration.

Said men, appearing together in Court, persist in their former statements.

March 4 in the afternoon. Present at the City Hall : Arent van Hattem, P. L. van die Grift, Pieter Wolfertsen, M. van Geele and C. van Tienhoven, Schout.

At the meeting of the Burgomasters and Schepens of this City of New Amsterdam Joost Goderis, a burgher and inhabitant of the City,

has made a complaint, the details of which may be seen in the Minutes of February 10th, to-wit, that he, Joost Goderis, has been insulted and called a cuckold and horned beast, of whom permission was demanded to sleep with his wife, because the persons, asking this, said, Allard Antony did so, and other unseemly language, whereupon then he was ordered to bring suit. He has done so on the 17th of February, the other side denying the insults, whereupon said Goderis requested, that his witnesses might be examined on certain questions. They were summoned legally, appeared and as they gave no categorical or satisfactory answers, they were allowed time for consideration and it was ordered, they should again be questioned in the afternoon by a Committee. As these witnesses then also only referred to the answers given in the morning, said Goderis had them again called up on March 3d with the same result. But they, towit, Gysbert van der Donck, Jan Vinje, Harmanus Hartoogh and Antony van Hardenbergh refused to answer the questions categorically under oath, with yes or no, as is usual in legal proceedings. In addition said witnesses were given time to consider their refusal until 9 o.c. next morning and when they again came except Jan Vinje, they still refused to declare in a few words, whether their statements had been true or whether they had any knowledge of the occurrence. Upon this refusal the Burgomasters and Schepens, as in duty and by their oaths bound, find themselves obliged to uphold the respectability of said Goderis and wife as far as law and justice demand and considering the obstinacy of the said witnesses, they order, as they hereby do, that the said Gysbert van der Donck, Jan Vingne, Harmanus Hartoogh and Antony van Hardenbergh shall provisionally remain prisoners in their respective houses or dwellings to still further consider, whether they are willing to give a truthful declaration under oath, as everybody is bound to do, when asked, and if they once more refuse, contrary to the usages of law, they shall be proceeded against according to law.

Done by the Court of Burgomasters and Schepens March 4, 1653.

Saturday, at 3 o.c. p.m., March 8, 1653. Present Poulus Leendersen van die Grift, Allard Antony, Pieter Wolfersen with C. van Tienhoven as Schout.

Antony van Hardenbergh was heard in regard to the questions of

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March 3d and declares in answer to the first, that he has not heard it. To the second he says, it is true, that Buys asked for the letter of reprisal and Joost Goderis answered "If you can induce my wife to do it, I am satisfied," but he has not heard the name of Allard Antony mentioned. He declares, not to have heard this from d'Wys and to know no more of the matter. This he confirmed by solemn oath before the Schout.

Examined on the questions of March 3d Harmanus Hartoogh from Amsterdam, 24 years old, says to the first, that he has heard Bedloo shout "Cuckold, horned beast," but does not know, whom he meant; he also says, he has heard the name of Allard Antony mentioned several times, but does not know by whom. To the second question, he says, that Buys asked Goderis permission to sleep with his wife, but has not heard the words "For Allard Antony does it." He declares this to be the truth and not to know more relating to this case. He offers to swear to his statement, but is given time for consideration until next Courtday and ordered to remain in detention until then.

Gysbert van der Donck, being examined, takes exception, because he was only 19 years old last January, hence not of age and he therefore undertakes to prove next Courtday, by several authors and men learned in law, that he is not obliged, to take an oath in such a case.\*

Jan Vinje, summoned with other witnesses, has removed and is absent, therefore he was not examined. Done etc

Monday, March 10, 1653. In the City Hall present etc

Pieter Kock v/s Anna van Vorst. Deft. in default.

Marten Jansen v/s Tomas Spyser. Pltf. Jansen says, that deft. is trying to eject him from the land, which he, pltf., has rented from deft., before the time, stated in the contract, has expired and that lessor has not fulfilled the conditions; he therefore claims damages according to specification. Having heard both sides the case is referred by Burgomasters and Schepens to Elbert Elbersen and Pieter Clasen to decide as arbitrators or else to report their findings to the Court in writing.

Marten Jansen, pltf., v/s the wife of Tomas Spyser, deft., says, deft. has insulted him by saying, that he had been dishonest in Holland and

\*Damhouder "In Criminalibus" cap. 50, says, that in criminal cases the Roman law rejected youths under 20 years of age as witnesses.

had therefore been obliged to come to this country. Deft. demands proof of pltf's. statement, and it is so ordered.

Marten Jansen, pltf., v/s. Elbert Elbertsen, Willem Gerritsen and Geertie Jacobs, defts. Defts. in default.

Jan Jansen, the cooper, pltf., v/s Adam Roelantsen, deft., demands payment of 23 fl. 5 st. for bacon, delivered by him to deft. to be sold. Deft. admits, having received the bacon and says, he has sold it to Luycas Eldersen, who refuses to pay for it as bad.

After hearing both sides Burgomasters and Schepens condemn deft. to pay aforesaid money to pltf. within one month, he retaining his claim for the bacon, delivered to Luycas Eldersen.

Jan Carreman, pltf., v/s Tomas Baxter, deft., demands evidence of truth and as pltf. is absent, it is ordered, that deft., shall make his declaration before the Secretary or the Notary.

Sergeant Huybert v/s Jan Carreman. Pltf. in default.

Hendrick Egbertsen, pltf., v/s. Hendrick Gerritsen, deft., demands payment of 35 fl. 16 st., advanced last year for the building of deft's. house, with expenses. Deft. doubts, that he owes as much. Burgomasters and Schepens refer litigants to Auken Jansen and Christiaen Barentsen, carpenters, to view the work and see, whether pltf. has advanced as much as he claims. They are also to try and make the parties agree or else report their opinion to the Court.

Jacob Gerritsen Strycker, pltf., v/s Jan Gerritsen, mason, deft., demands payment of 4½ beavers and 18 stivers for goods delivered to and received by deft. according to note of hand in 1651. Deft. admits the indebtedness and excuses himself by saying, he cannot give beavers. Burgomasters and Schepens decide, that deft. must pay his obligation or on presentation thereof in 8 days from date offer good wampum at such a price, that pltf. may buy beavers therefor.

Tomas Griddy, pltf., v/s Borger Jorisen, deft. Deft. has beaten pltf., run after him with a drawn knife, taken 4 oxen out of pltf's. stable and has driven them away against pltf's. wish. Pltf. had hired the oxen from deft. and the case had been settled by arbitrators, but Borger Jorisen had rejected their decision. Deft. brings his contract with pltf. into Court and asserts, he is much injured by pltf. Burgomasters and Schepens decree, that each side shall give copy of their papers to the other, to answer in writing next Courtday and prove their allegations.

Willem Pietersen, pltf., v/s Claes Hendricksen, deft., demands, that deft. shall give him a deed for the lot, bought of him, and that according to the oldest deed, he may have. Deft. offers to make the conveyance, as he has had it from G. Loockermans, as he himself has only a conveyance.\* After hearing the parties Burgomasters and Schepens decide, that pltf may have a copy of the first patent, but that deft. may give a valid conveyance out of his.

Matewis Vos, pltf., v/s Adriaen Keyser, deft. Pltf. as curator of the estate of Andries Johan Cristman demands from deft. payment of 27 fl. 13 st. bookdebts. Deft. admits having received the goods, except a quart measure, a pint measure and a pair of snuffers, amounting to 7 fl. 13 st., and makes a counterclaim of 13 fl. 12 st. for silver and gold gagoon, delivered to said Cristman dec'd May 8, 1652, so that he owes only 6 fl. 8 st. He declares this to be true and offers to swear to it. Pltf. requests, that whereas the estate is insolvent, deft. must come in with the other creditors. Burgomasters and Schepens decide, that deft. may deduct from the demanded sum his counter claim and the things not received.

Matewis Vos, Curator as before, pltf., v/s Willem W. . . . deft., demands payment of 9 fl. 5 st., due to Kristman dec'd. Deft. denies the debt and declares upon his word as a man, that he has paid Andries Kristman dec'd and owes nothing. Burgomasters and Schepens therefore dismiss pltf's. claim.

Matewis Vos, Curator as before, pltf., v/s Poulus Heymans, deft., demands payment of 28 fl. 10 st., due to Kristman dec'd on book account. Deft. denies having received anything, but claims 38 fl. 10 st., due by Kristman for disbursements. Burgomasters and Schepens order deft. to prove his claim at the next session.

Matewis Vos, Curator as before, v/s Anneke Hendricx, wife of Jan van der Bil, who appears for the wife. Pltf. demands payment of 24 fl. 18 st. bookdebts. Deft. being in doubt, whether he has not already paid, he is condemned to pay within a month from date or prove, that he has paid.

Carel Van Brugge, as Vendue master of the estate of Kristman dec'd, v/s Willem Pietersen for 32 fl. 7 st. for goods purchased out of said estate.

\* A distinction is made in the original between *grondbrief* (deed) and *transport* (conveyance).

Deft. admits having bought the goods and requests, he may offset the amount by what Kristman owed him. He is condemned to pay pltf. for the goods purchased and to bring action for the 6 fl. due him, against the Curators.

François Fyn, pltf., v/s Cornelis Jansen Coele, deft., says, he has given deft. some goods to take South, sell them there as if they were his own and return, what was not sold ; then he, pltf. would reward deft. for the sales according to the decision of impartial men. But deft. has disposed of a piece of duffels, for which he has not paid pltf. and payment is now demanded. Deft. admits, that he has received the goods under these conditions, but, he says, one piece of duffels was delivered with some of his own cargo to Jan Schudt, who was killed by the savages, before he had paid. He maintains therefore, he is not bound to pay for it. After hearing both sides and having considered the case Burgomasters and Schepens decide, that Cornelis Jansen shall pay to pltf. for said piece of duffels as much as it shall be found, he receives from the heirs of said Jan Schudt dec'd and that pltf. has no further claim on deft.

Cornelis Jansen Coële, pltf., v/s Jan. Nagel, deft., demands from deft., as husband of the widow of Jan Schudt dec'd, payment according to bill for goods sold and delivered to said Jan Schut at the South River of New Netherland \* under the condition, that he should pay for them, as soon as he came back from his journey and that, what was not sold, might be returned. Deft. shows by an affidavit, that pltf. did not sell the goods absolutely to Jan Schut dec'd, but gave them for joint profits and claims, that as Jan Schut has remained with his goods and been killed, he has sufficiently paid for them, therefore he, deft., is not bound to pay. Pltf. is at his request allowed to take copy of the affidavit and directed to prove his claim.

Carel van Brugge, pltf., v/s Cornelis Jansen, the Zealander, deft. Dft. in default.

Pieter Kock, pltf., v/s Anneke van Vorst, deft. Deft. appears in person with her stepfather and hands to the Court an answer in writing to the written demand of Pieter Kock, pltf., made Feby 24th. This answer was read to pltf., and at his request, to have a copy of it for reply, it was granted.

\* The Delaware River.

Jannetie, wife of Casper Steenmets, pltf., v/s Judickie Verleth, deft., for wages. Burgomasters and Schepens finding, that parties have made no written agreement, and having carefully listened to the statements on both sides, decide, that the services of pltf. began, when she went aboard ship at Amsterdam, that according to the confession of pltf. the passage price from Holland was to be deducted from the wages and to settle the question of goods received, Jacob van Couwenhoven and Pieter Cornelissen van der Veen are hereby authorized to balance accounts.

The petition of Gulyaem Jansen, farmlaborer of van der Donck, presented to the Court, in which he asks to be made a free man, was endorsed as follows : Burgomasters and Schepens decide, that petitioner shall for the present remain in his service and if he has any further claims, he may present them.

Gysbert van der Donck and Harmanus Hartoogh appear in obedience to the order of March 8th as witnesses in the case of Joost Goderis, but as the Schout is absent, they are directed to remain in detention, until summoned.

G. van der Donck handed to the Court his exceptions, why he should not be held to take an oath in the said case ; offering to appear, whenever summoned, he requests to be released from confinement, so that he may attend to his business, which, he prays, may be conceded to him.

At a general meeting of the Director General and Council of New Netherland, present their Worships, the Burgomasters and Schepens, except Marten Crigier.

Upon reading the letters from the Lords Directors and the last received current news from New England concerning the preparations there for either defense or attack, which is unknown to us, it is generally resolved :

First. The burghers of this City shall stand guard in full squads over night at places, to be decided upon by the Director General and the abovenamed Magistrates, but they shall begin immediately at the City Tavern, now the City Hall.

Second. It is considered highly necessary, that Fort New Amsterdam be repaired and strengthened.

Third. Considering said Fort Amsterdam cannot hold all the inhab-

itants nor defend all the houses and dwellings in the City, it is deemed necessary to surround the greater part of the City with a high stockade and a small breastwork, to draw in time of need all inhabitants behind it and defend as much as possible their persons and goods against attacks. For the present it is impossible, to protect by stockades the villages, where the people live at great distances from each other and thus carry out the good intentions and orders of our Masters. It is also not possible, to protect and defend them in such manner against attacks ; therefore it has been decided to concentrate the forces of New Netherland for the better protection of one place.

Fourth. It has been decided to raise some means, whereby the foregoing and what else may be required for defense can be carried out, upon which the Director General and Council with the said Magistrates shall deliberate until to-morrow and then pass a resolution.

Fifth. It has been resolved, privately to tell the skipper of Jan Jansen Visscher to bend his sails, to load his pieces of artillery and to keep his ship constantly clear for every emergency, and if either during the night or day he requires further assistance it shall be sent to him.

Done on the 13<sup>th</sup> of March 1653 at the said meeting in Fort Amsterdam and continued on the 14<sup>th</sup>. Signed : A. van Hattem, Burgomaster, Schepens : P. L. van die Grift, Wilh. Beeckman, Pieter Wolfersen, M. van Gheelee, Allard Antony, La Montagne, P. Stuyvesant, Fiscal Tienhoven, Brian Nuton.

Below stood : To my knowledge it agrees with the original :

Carel van Brugge, Secretary.

Thursday, March 13, in the afternoon, there met in Fort Amsterdam Arent van Hattem, Burgomaster, P. L. van die Grift, Wilh. Beeckman, Allard Antony, M. van Gheelee and Pieter Wolfersen, Schepens, Burgomaster Martin Krigier absent, and having considered the propositions of the forenoon they resolved :

List of those, who shall provisionally contribute the sums set against their names for the defense of the City :

Mr. Werckhoven, 200 fl. ; Johannes van Beeck, 200 fl. ; Johannes P<sup>r</sup>. Verbrugge, 200 fl. ; Johannes Gillisen Verbrugge, 100 fl. ; Johannes de Peyster, 100 fl. ; Cornelis van Steenwyck, 200 fl. ; Gouert Loocker-

mans, 150 fl. ; Olof Stevensen, 150 fl. ; Jacob van Couwenhoven, 150 fl. ; Jacob Schellincx, 200 fl. ; Pieter Prins, 100 fl. ; Antony Van Hardenbergh, 200 fl. ; Johannes Nefius, 100 fl. ; Gulyam d' Wys, 200 fl. ; Pieter Buys, 100 fl. ; Adriaen and Johannes Keyser, 100 fl. ; Paulus Schrick, 100 fl. ; Jacob Gerritsen Strycker, 100 fl. ; François Fyn, 100 fl. ; Matewis d' Vos, 100 fl. ; Adriaen Blommert, 100 fl. ; Evert Tesselaers clerks, 200 fl. ; Jacob Backer, 150 fl. ; Nicholas Boodt, 100 fl. ; Isaack Foreest, 100 fl. ; Abram Geenes, 100 fl. ; Jacob Steendam, 100 fl. ; Antony Clasen, 50 fl. ; Jan Jansen de Jongh, *sive* junior, 50 fl. ; Borger Jors, 100 fl. ; Jan Vinje, 50 fl. ; Arent van Hattem, 100 fl. ; Marten Krigier, 100 fl. ; Paulus Leendersen, 100 fl. ; Wilh. Beeckman, 100 fl. ; Pieter van Couwenhoven, 100 fl. ; Maximilyan van Geel, 100 fl. ; Allard Antony, 100 fl. ; Abram de la Nooy, 100 fl. ; Daniel Litschoe, 100 fl. ; Philip Geraerdy, 50 fl. ; Egbert van Borsum, 100 fl. Total, 5000 fl. ; Hendrick Kip, 50 fl.

1. The burgherguard is ready, but the Director General and Council are requested to furnish fuel and light.

2. The Manhatans shall be fortified with palisades and a breast-work.

3. The fort shall be strengthened for defense.

4. The Treasury of the City shall have between four to five thousand florins to carry out the needed works and said money shall later be refunded by all interested in New Netherland after taxation of their estates.

5. This is considered necessary, Done in Fort Amsterdam, as above.

Burgomasters and Schepens of this City, except Marten Krigier, state and ask in regard to the resolutions of March 13, 1653.

1. Whether it is not necessary, first to set off this City of New Amsterdam in the most convenient way with a stockade, which having been done as quickly as possible, Fort Amsterdam should be put in a proper condition of defense as a place of retreat. To carry out this, they offer to furnish the sum of four, five or six thousand florins, to be paid after the work is done by the community interested.

2. Said Burgomasters and Schepens further submit to Director General and Council, whether it is not necessary, to dispatch, besides the letters,

already sent, some delegates to the respective Colonies of New England, our neighbors, deputies of which, as is learned, are going to meet on the first of April next. Thereby not only a quicker answer will be received to our letters, but they can also offer good and binding conditions for the continuation of our former intercourse and commerce, besides learning, how far they are affected by the differences and the war in Europe, broken out between their High Mightinesses and the present government of England.

Thus done and resolved at Fort Amsterdam in N. N. March 14, 1653.

Signed Arent van Hattem et al.

Copy. Having seen and considered the memorial of the Burgomasters and Schepens of this City of New Amsterdam, pointing out, first and above all, that the City ought to be fortified with palisades, then that the fort should be put into a condition of defense, for which they propose to furnish four to six thousand guilders,

The Director General and Council are pleased with these propositions, notwithstanding that apparently they are to some extent contrary to the letters from our Lords Patroons and our resolutions of yesterday. We therefore consent that the suggested and requested fortifications shall first properly be prepared for defense under the supervision and directions of the Director General and Council or their agents in the presence of Burgomasters and Schepens or their deputies and to have this work commenced as soon as possible, the Director General and Council appoint as their representatives from this Board the first Councillor Monsieur la Montagne, who will see with the deputies from the Commonwealth, that the work is properly carried out.

As to the other suggestion of sending delegates to our neighbors of New England, even though the necessary letters have already been written to Boston and Plymouth, to which as yet no decisive answers have been received,—the Director General and Council also agree to it and decide, that delegates be sent to the respective Colonies with credentials and instructions, to be drawn up by the Director General and Council, of which Burgomasters and Schepens shall have due information. When these credentials and instructions are ready the Director General and Council will consider, whom to send.

Done etc etc, March 14, 1653.

At the City Hall, Saturday March 15, 1653, present Arent van Hattem, Wilh. Beeckman, Pieter Wolfersen and M. van Gheel.

Burgomasters and Schepens have by a plurality of votes nominated and elected Schepens Pieter Wolfersen and Wilh. Beeckman, whom they hereby authorize, to supervise with the Hon<sup>ble</sup> Mr. la Montagne, appointed by Director General and Council, the work of fortifying this City, and to take care, that it is properly done, and Burgomaster Arent van Hattem shall pay out the funds, furnished as per list. Done etc. March 15, 1653.

Arent van Hattem nominates : Pieter Wolfersen and Allard Antony ; P. L. van Grift names : M. van Gheel and Wilh. Beeckman ; Pieter Wolfersen ; Poulus Leendersen van die Grift and Willem Beeckman ; M. van Gheel : Wilh. Beeckman and Pieter Wolfersen ; Allard A. : Arent van Hattem and M. van Gheel.

Votes cast for : Pieter Wolfersen, 111 ; W. Beeckman, 111 ; M. van Gheel, 11 ; P. L. van die Grift, 11 ; A. van Hattem, 1 ; Allard Antony, 1 ; 12 in all.

Notice : The Committee, appointed by Director General, Council and Magistrates of this City will receive proposals for a certain piece of work to set off the City with palisades, 12 to 13 feet long, by the rod. Any one, who wishes to undertake this work may come to the City Hall next Tuesday afternoon, hear the conditions and look over the work. Done etc. March 15, 1653.

Let one tell it to the other !

At the City Hall, Monday, March 17, 1653, present Arent van Hattem, Burgomaster, etc.

Abraham de la Nooy, pltf., v/s Cornelis Clasen Outewael, deft. for debt. Pltf. demands in writing an order for the money, due him, as deft. intends to remove. Deft. admits, that he owes 243 fl. on a note, but says that the time, set in said note, has not come yet ; he also admits, that he thinks of removing to the North. Having heard both sides Burgomasters and Schepens decide, that as deft. intends to remove, he is bound to give to pltf., before going, an order for the payment of said money or sufficient security.

Carel van Brugge, pltf., v/s Cornelis Outewael, deft. Pltf. in default.

Philip Geraerdy, pltf., v/s Cornelis Outewael, deft., demands in writing the balance of a loan of 26 fl. 14 st., which deft. has promised to pay in silver. Deft. denies the debt and asks for the account and proof thereof. Burgomasters and Schepens decide, pltf. must produce account and witnesses.

Adam Roelantsen, pltf., v/s Luycas Eldersen, demands from deft. payment for bacon, sold and delivered, amounting to 23 fl. 5 st., for he, pltf., has been sentenced to pay the same to Jan the cooper, saving his recourse against deft. Deft. acknowledges, to have bought and received the bacon, but pltf. had promised, that it should be good, while when he received it, he found, that it stunk and was not good ; also that he sold 50 lbs. of it to Jan Haes at the same price, as he had paid for it and had to indemnify Jan Haes without receiving all his money ; he had given away the rest. Burgomasters and Schepens decide, that whereas deft. has sold the bacon and disposed of it by giving it away without complaint, he is bound to pay pltf. and therefore condemn him to do so in three weeks.

Luycas Eldersen, pltf., v/s Jacob Haey, deft. Deft. in default.

Tomas Griddy, pltf., v/s Robert Willemsen, Jacob Clercq and Ulrich Jansen defts. ; the last in default. Pltf. asks, that defts. shall give evidence before the Court in his suit against Borger Jorisen, which Jacob Klercq and Robert Wollingh have done.

Thomas Griddy, pltf., v/s Borger Jorisen, deft. Pltf. repeats his former complaint and proves by the declarations of two witnesses the wrong and injury, done him by Borger Jorisen. After the said evidence had been read to him in Court, deft. denies the occurrence and asks for a copy of the affidavits for rebuttal, which is allowed with the order, to deliver his answer in writing.

Jacob van Couwenhoven, pltf., v/s Jan Mahu, deft. Pltf. says, that he has delivered to deft. three of the stamped gun barrels, to repair or change something on them, 15 or 16 months ago ; but they have not yet been returned to him for the completion of his list. Deft. admits, he has the guns yet and offers to return them without charge in eight days, which he is ordered to do on pain of arrest.

Sergeant Huybert, pltf., v/s Jan Carreman, deft. Pltf. says, he has bought of deft. through Wessel Eversen a pair of millstones, but when he came at the appointed time to fetch them away, they were refused to him according to an affidavit. He demands therefore, that deft. shall be now compelled to deliver said stones at his own expense in Gravesend, and

claims to have already suffered expenses and damages through the refusal of delivering them to the amount of 64 fl. as specified. Deft. admits having sold the stones to pltf. and says, he had given written orders, that Wessel Eversen should deliver them, but had not directed to refuse the stones and therefore is not to blame. After hearing the litigants Burgomasters and Schepens decide the complaint well founded and leave it at the discretion of deft. to deliver the stones sold at Gravesend or pay the above mentioned expenses, saving his action against Wessel Eversen. Deft., Mr. Kerman, agrees to deliver said stones to pltf. at Gravesend between now and May, reserving his action v/s Wessel Eversen.

Gulyam Jansen, farm laborer, pltf., v/s Gysbert van der Donck, deft., for indemnification for the loss of his clothing and other things, which through the carelessness of defts father, then his master, were stolen from the boat by Indians. Burgomasters and Schepens refer the case to Jacob van Couwenhoven and Michiel Jansen as arbitrators, to adjust it in 14 days, when ver Donck promises to give said Jansen leave to come to the fort. Meanwhile Gulyam Jansen is ordered to return to his service.

Marten Jansen van Bruckelen, pltf., v/s Elbert Elbersen, Willem Gerritsen, Jacob Pietersen, Elcke Jans and Geertie Jacobs, defts. He asks, that they shall give evidence of what they know of the insults offered to him by Mr. Spyser's wife. Defts. appearing in Court made their statements, but had nothing of importance to say.

Marten Jansen also requests, that whereas through Mr. Spysers fault they cannot come to an agreement in the matter about lands, which has been before referees, the Court would appoint two of its members at the expense of the defeated. Decision : At the request of petitioner Burgomaster Arent van Hattem and Schepen Pieter Wolfersen are appointed to hear this case and definitively to settle it with the assistance of the former referees.

Coenraet ten Eyck, pltf., v/s Allard Antony, deft., asks for the return of a hogshead of tobacco, sent by Mr. Doudey and marked with pltf's stamp, which tobacco deft. had opened and now retains. Allard Antony says, pltf. had given his consent, that he might retain the tobacco, which pltf. denies and deft. agrees to prove. After hearing both sides Burgomasters and Schepens condemn deft., Allard Antony, to prove, that pltf. had given his consent for retaining the tobacco or in default thereof surrender it.

At the City Hall, Monday afternoon, March 17, present etc.

Harmanus Hartoogh has at the meeting of Burgomasters and Schepens present being A. van Hattem, Poulus Leendersen, Wilh. Beeckman, P. Wolfersen, M. van Gheel, confirmed before Schout C. van Tienhoven with a solemn oath the statement, made in Court on the 8th. of March 1653, ending with : So truly help me God !

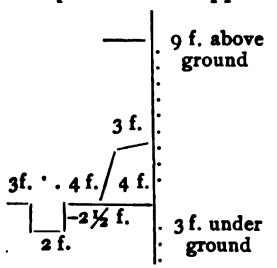
Jan Vinje has sworn in Court to his answer, that he has nothing further to say to the questions.

Gysbert van der Donck persists in his written exceptions and requests, they may be given to Goderis for reply, but protests, that the law is against the Court and he therefore forced to swear to his declaration. Burgomasters and Schepens, affirming their former resolution, decide that G. v. Donck shall remain in detention, until he swears voluntarily to his statement.

Burgomasters and Schepens have by plurality of votes, as hereafter may be seen, elected as delegates to New-England out of their Board as follows : Poulus Leendersen van die Grift and Allard Antony. Nominated by A. van Hattem were Paulus Leendersen and M. van. Gheel, by Poulus Leendersen : Allard Antony and Wilh. Beeckman, by M. van Gheel : Arent van Hattem and Paulus Leendersen, by Allard Antony : Poulus Leendersen and Willem Beeckman, by Pieter Wolfersen : Poulus Leendersen and Allard Antony, by Wilh Beeckman : Pieter Wolfersen and Allard Antony. Votes cast : for Poulus Leendersen 4, Allard Antony 3, W. Beeckman 2, M. van Gheel 1, Pieter Wolfersen 1, A. van Hattem 1, altogether 12.

Conditions, under which the Committee will have the work done :

The palisades must be 12 feet long, 18 inches in circumference, sharpened at the upper end and be set in line. At each rod a post 21 inches



in circumference is to be set, to which rails, split for this use shall be nailed one foot below the top. The breastwork against it shall be 4 feet high, 4 feet at the bottom and 3 feet at top, covered with sods, with a ditch 3 feet wide and 2 feet deep,  $2\frac{1}{2}$  feet within the breastwork. The length of the ground, to be lined with palisades is 180 rods, the end of the rods being the last of the money. Payments will be made weekly in good wampum.

Jacob van Couwenhoven and Jacob Stoffelsen offer to do one half of the work in partnership at 50 fl. per rod. Tomas Baxter bids for all or part at 45 fl. per rod. Poulus Leendersen bids for one half at 40 fl. and the Committee offers to give 25 fl. a rod.

The Committee, appointed for the work of making this City of New Amsterdam defensible, met to-day, March 18, 1653, at the City Hall and after repeating the conditions several times they have found, that nobody is willing to do the work for a less price, than 40 to 50 fl. per rod. As this would cost a great deal the Committee provisionally suspend the bidding, considering it profitable and useful, after a conference, to set it off with planks and finding, that this would cost only three to four thousand florins, they will communicate with the Hon<sup>ble</sup> Director General and inquire, what is to be done. Done as above.

La Montagne  
Wilh. Beeckman  
Pieter Wolfersen

Specification of the expenses :

180 rods make 2340 feet, 15 feet to the plank make 156 planks in length, 9 planks high, altogether 1404 planks at  $1\frac{1}{2}$  fl., that is 2106 fl.

340 posts cost.....	340 fl
nails.....	100 "
for transport.....	120 "
for setting them up and carpenters wages....	500 "

Total 3166 fl.

Copy. The Committee of Director General, Council and Magistrates will publicly receive bids for the delivery of 300 to 350 posts, 12 to 13 feet long. If anybody is disposed to take this contract, he may come to the City Hall on Thursday afternoon, the 20th of March at 1 o. c. and hear the conditions. March 19, 1653.

By their order

Jacob Kip, Secretary.

The above notice was cried out through the City.

Conditions and stipulations, under which the Committee will enter upon the contract, towit : There must be furnished 300 oaken posts, 12 feet long, 20 inches in circumference in the middle, 300 split rails, 11 Dutch feet long, 3 to 4 inches thick. This lumber is to be delivered here

at the Manhatans on the Strand near Loockermans house or at the Beavers Path and that within 14 days. Payment to be made in good wampum, when the lumber has been delivered.

Tomas Bacxter publicly agrees, to deliver all said posts and rails for 20 stivers for each post and rail together. Done this 20 of March 1653.

At the City Hall, Monday, March 24, 1653, present etc.

François Poschot, pltf., v/s Jan Haes, deft. Deft. in default. Tomas Griddy, pltf., v/s Borger Jorisen, deft. Deft. in default. Philip Geraerdy, pltf., v/s Cornelis Outewael, deft. Deft. in default.

Abram de la Nooy, pltf., v/s Cornelis Outewael, deft. Deft. in default and pltf. demands, that the attachment, taken out against defts goods in the hands of Adriaen Dircksen Coen by virtue of a note, be declared valid and an inventory of the goods be made. So ordered.

Jan Carreman, pltf., v/s Wessel Eversen, deft., asks, for what reason deft. had refused to deliver the millstones to Sergeant Huybert, who had bought them, which refusal had caused a loss of 64 fl. This loss pltf. asks deft. to make good or else to deliver the stones at his own expense to Sergeant Huybert at Gravesend. Deft. admits having refused to give the stones, belonging to Mr. Cerman, to Sergeant Huybert by order of Jan Teunissen, who had said, he wanted to buy them from Mr. Karman. Burgomasters and Schepens decide, that deft. is bound to deliver said stones in Gravesend or pay the expenses aforesaid, saving his recourse against Jan Teunissen. This is left to his option. Deft. agrees, to fetch the stones to Gravesend by the middle of April next.

Hendrick Egbertsen, pltf, v/s Hendrick Gerritsen, deft. Deft. in default.

Tomas Bacxter, pltf., v/s Tomas Hall, deft. Pltf. says, he has bought from deft. a parcel of land, 5 rods wide and 8 rods long, for which he wants a conveyance ; deft. had promised him, that there was a sufficient patent for it and now an exception is found in it. Deft. replies, that he has not sold a given number of rods, but only according to patent, and he demands the balance of the purchase money according to bill of sale. Pltf. wants deft. to make this statement under oath, which, deft. says, he is not willing to do, but he offers to prove, that he only sold according to patent.

Sybout Clasen, as attorney for Reyner Stoffelsen, pltf., v/s Joost Teunissen, deft., demands from deft., as security for Lubbert Gysbertsen, payment of 135 fl. 5 st. Deft. admits having given security before the Director General for the bacon, delivered by Lubbert Gysbertsen to the Company, but maintains, that said Lubbert ought first to be sued as principal or that the Company should pay. Burgomasters and Schepens decide, that Sybout Clasen, as attorney of Reyner Stoffelsen, must first speak with and summon Lubbert Gysbertsen as principal in this case.

Borger Jorisen, appearing in Court, says, that he had made an agreement with Tomas Griddy, but that Griddy absents himself; he requests, that in case the agreement comes to nought, he may bring in his complaint in writing and disprove the witnesses, which is granted.

Lysbet Teysen, pltf., v/s Barbara Jans, deft. Deft. in default. Jacob Hendricksen, the baker, pltf., v/s Jan Hendricksen, Coopall,\* deft. Pltf. as attorney for Jacobus de Langh demands payment on account of bottomry bonds and what else is due. Deft. asks for a copy of the power of attorney and an account of pltf's claims, that he may answer. Burgomasters and Schepens decide, that defts request must be granted and therefore pltf. gives to deft. a copy of the account in Court, promising to furnish copy of the power of attorney.

Willem Beeckman, pltf., v/s Andries Pietersen Kuyper (cooper?), deft., demands payment of balance of houserent, fallen due last first of October, to-wit 35 fl. Deft. admits the debt and gives as excuse, that the Company does not pay him. Burgomasters and Schepens condemn deft. to pay between now and May 1st, without further delay.

Poulus van der Beeck, pltf., v/s Lubbert van Dincklage, deft., asks for payment of 62½ fl. for board as per note of hand. Deft. says he owes nothing, he has given the note through liberality and the persuasion of others: he does not deny his signature, but makes exceptions to the case. The Court condemn Lubbert van Dincklage to pay agreeably to his note of May 4, 1652 and if he has any action against van der Beeck, he may begin proceedings.

Nicolaes Boodt, pltf., v/s Isaac Allerton, deft. Both in default.

Poulus Leendersen van die Grift, pltf., v/s Nicolaes Boodt, deft. Deft. in default.

\* Evidently a nickname, meaning "Buy all."

Jan Montagne, on behalf of Carel van Burgge as Venduemaster of the estate of Kristman dec'd, pltf., v/s Sybout Clasen, deft., demands payment of 67 fl. for goods bought. Deft. admits the debt and asks for time. He is condemned to pay pltf. as Venduemaster within 14 days.

Coenraet Teneyck, pltf., asks in writing that Allard Antony, deft., be condemned, to surrender the tobacco, received of Mr. Douthey from Flushing, free of expense and in good condition. Allard Antony says, he cannot yet prove, that he has obtained consent to keep the tobacco and demands, that Coenraet ten Eyck shall prove, no such consent was given, he himself being willing to swear to the contrary. The Court orders Allard Anthony to summon Mr. Douthey for the next session, to hear the merits of the case.

Poulus Heymans, pltf., v/s Matewis de Vos as Curator of the estate of Kristman dec'd, deft., produces agreeably to former order a sworn proof of his claim against said Kristman for 38 fl. including 12 fl., which Kristman had agreed to pay for A. van Tienhoven. He therefore demands payment. Deft. replies, that it is not sufficient proof and wants the complaint made under oath. The Court orders, that pltf's wife shall appear at the next session and declare her claim just.

Gysbert van der Donck comes into Court and voluntarily states, that what he has answered to the questions at the requisition of Joost Gode-  
ris, is true in every respect, whereupon he is sworn by Schout C. van Tien-  
hoven in open Court. So help me God Almighty !

At the City Hall, Monday, March 31, 1653, present Arent van Hattem, Allard Antony and Wilh. Beeckman.

Pieter Kock, pltf., v/s Anna van Vorst, deft. Pltf. says, he is not yet ready with his reply to defts answer, as he had no knowledge of the Court's session. It is ordered at the request of deft., that pltf. must have his reply for the next session.

François Poschodt, pltf., v/s Jan Haes, deft., asks, that deft. be ordered to complete the house, which he has agreed to make for pltf., the latter having already paid for it. The house was to be ready one month after the last kermis and [not being so] pltf. has suffered great loss. Deft. admits the charge and promises, to have the work done in 14 days. The Court decide, that Jan Haes must have the house ready in 14 days

from date or else pay pltf. for the damages, former and future, caused by delay.

Abram Verplanck, pltf., v/s Dirck Teunisen, the Norman, deft., says, that deft. will not submit or listen to the arbitrators concerning the land products and other matters, so that the case cannot be settled. Deft. asks the Court, to decide in their suit, but the Court refers the litigants again to the arbitrators appointed, who in case of failing in a settlement of the case are to report their opinion to the Court.

Daniel Litschoe, pltf., v/s Dirck Jansen Houtsager (woodsawyer), deft. Deft. in default.

Hendrick Egbertsen, pltf., v/s Hendrick Gerritsen, deft., requests as before payment of his claim, according to bill, with costs. Deft. requests, that the arbitrators appointed should render their decision and promises, that submitting to it, he will satisfy pltf. in 8 days. The Court refers litigants again to the arbitrators, who failing to bring about a settlement are to report to the Court.

Tomas Griddy, pltf., v/s Borger Jorisen, deft. Deft. in default the second time. The Court orders, that Borger Jorisen must disprove, as he says, he can, the witnesses of Tomas Griddy in 8 days and come to defend his case.

Lysbet Teysen, pltf., v/s Barbar Jans, deft., demands payment of a balance of 42 fl. 8 st., due her for . . . . sold and delivered to deft. herself over a year ago and last summer. Deft. admits the debt. The Court condemns deft. to pay one half of the debt in 14 days and the other within a month without further delay.

Nicolaes Boot, pltf., v/s Joost Goderis, deft., for payment of 63 fl. 3 st. for goods received as per bill, of which deft. has already paid 21 fl. and pltf. wants the balance. Deft. admits having received the goods, but objects to the price of the goods and brings in a counter-claim of 35 fl. for things delivered to pltf. and for wages. Pltf. says whatever deft. has earned and delivered may be deducted and the Court refers parties to Pieter Cornelissen van der Veen and Johannes de Peyster as arbitrators, to settle the differences, if possible, or report their findings to the Court.

Tryntje Barents from Rotterdam, wife of Poulus Heymans, appears in Court according to order of March 24 and declares in the presence of Matewis de Vos, as Curator of the estate of Kristman dec'd and with the

offer at all times to confirm her words under oath, if required, that her aforesaid claim on the estate of said Kristman is just and has never been paid or settled. M. de Vos is therefore ordered, to deduct it from what she owes to the estate.

Femmetie Alberts, wife of Hendrick Westercamp, baker, come here from Fort Orange, appears in Court and says, that Poulus Schrick has had her arrested for a debt of 12 beavers, for which she has offered security, but which he would not accept. She requests therefore to be released and that the attachment be declared not valid. Claes van Els-lant, the Court messenger, states, that he has served the attachment against said Femmetie Alberts on behalf of Poulus Schrick, but did not cite her before the Court, as Schrick had said, she ought to come to him. The Court declares, that, whereas Poulus Schrick has not legally sued out the attachment, it is not valid.

Copy. Honorable, Dear and Distinguished [Friends].

We see with great grief the damages, done to the walls of the fort by hogs, especially now again in the spring, when the grass comes out. We made an order concerning it last year at the request of the Select Men, who promised properly to fence in the fort and to keep the hogs meanwhile from the walls. But seeing after the lapse of a year, that nothing or at least only little has been done and that what has been done at the fort has again been destroyed by the pigs, as may daily be learned, we are compelled to enter a protest about the nonfulfilment of the promise, being told, that the failure of it, the destruction of the walls and all our works, is caused by the Select Men having been superseded and their authority and duties transferred to Burgomasters and Schepens, who had accepted to do the work. How this is, we do not know, but we see to our trouble and shame the pigs daily on the walls, busy with their destruction. Therefore we request Burgomasters and Schepens to give an order in accordance with the beforementioned promise and prevent the pigs. Else we shall be compelled to carry out our former order. Relying thereon we remain, Honorable, Dear, Distinguished [Friends]

Your well meaning friend

P. Stuyvesant.

N. Amsterdam,  
ult<sup>o</sup> March, 1653

Burgomasters and Schepens decide upon the letter of the Director General provisionally to engage a herdsman and in the meantime to make the fence as quickly as possible, the Director General having promised to furnish the posts. Done etc, this 31st of March 1653. Signed : Arent van Hattem, Wilh. Beeckman, Allard Antony.

Copy. Honorable etc.

You will please to learn the reason, moving us to proclaim a general Day of Fasting and Praying for the 9th day of this present month of April everywhere in this Province of New Netherland, from the enclosed resolutions, which we request and at the same time charge you, to communicate or have communicated by your orders to the inhabitants of the subordinate villages of Breuckelen, Midwout and Amesfoort, where they are to be read publicly, that everybody may govern himself accordingly and not plead ignorance of this matter. Meanwhile we recommend you to the grace and protection of God.

N. Amsterdam,  
April 3, 1653.

Yours etc etc  
P. Stuyvesant

In obedience to the foregoing letter the proclamation of a Day of Fast and Prayer was publicly read by Jacob Kip, Secretary, in the presence of Arent van Hattem, Burgomaster, in the villages of Breuckelen, Midwout and Amesfoort.

As to the differences between Marten Jansen and Mr. Tomas Spyser, the parties have come to an agreement through the intervention of Arent van Hattem and Pieter Wolfersen van Couwenhoven.

Tomas Spyser consents, that Marten Jansen may have the use of the field for his horses, when he intends to ride to the ferry.

2. He, Spyser, shall furnish for the wagon.

3. He, Spyser, shall also have a good lock put on the door of the dwelling house.

Lastly, Marten Jansen shall be allowed to build a small brewery and an oven on the farm, which at the end of his lease he may take down again or else they may remain at the option of Tomas Spyser, provided that Marten Jansen is paid the true value thereof according to the judgment of impartial men. Marten Jansen promises to keep said farm and buildings in good repairs.

The parties, having become reconciled and agreed to the foregoing, will remain good friends henceforth.

Done at Amesfoort on Long-Island in N. N., April 3, 1653. Signed :

Marten Jansen of Breuckelen

Tomas Spycer

Committee { Arent van Hattem  
Pieter van Couwenhoven

To my knowledge

Jacob Kip, Secretary.

At the City Hall, Monday April 7, 1653, present as before.

Jacob Stoffelsen, pltf., v/s Pieter Kock, deft., requests, that deft. be ordered as pltf. v/s Anna van Vorst to produce without delay, what he has to say, Anna van Vorst, appearing in Court upon summons. At the request of Pieter Kock his reply and the affidavits were read to her ; she asked for copies thereof to answer, which was granted and Pieter Kocks reply was endorsed : " These papers have been given to litigants to rejoin thereto."

Hendrick Egbertsen, pltf., v/s Hendrick Gerritsen, deft., requests as before in writing payment of his claim for money advanced, *i.e.* 37 fl. 11 st ; with costs of law proceedings as specified, to wit 20 fl or a total of 57 fl 11 st., for he has called deft. before the Court six times already and has up to now been delayed by defts. objections and promises without receiving his pay or in default thereof he wants all further costs, loss of time, interest on the money etc paid. Deft. objects to an anker of beer, advanced by pltf. after roofing the house, and to 10 fl., claimed by pltf. for sewing etc. After examination of pltf's. demand, account of money advanced, specification of expenses, as well as the decision of two men, who inspected the work done and the advances, made by pltf., having also heard the objections of deft. and well considered the statements of both sides, the Court condemns Hendrick Gerritsen to pay to pltf. within 8 days the advanced amount of 37 fl. 11 st., as per bill, also the expenses of the lawsuit, that is 12 fl. or altogether 49 fl. 11.

Matys Capito, pltf., v/s Hendrick Gerritsen, deft., wants payment of 20 fl., which deft. has agreed to pay for Hendrick Egbertsen. Deft. admits the debt and promises to pay to-morrow, which pltf. accepts.

Tomas Griddy, pltf., demands that Borger Jorisen, deft. be ordered to return the 4 oxen, hired by pltf. and forcibly taken out of the stable by deft., as he suffers great loss thereby now that the spring farmwork is to be done. Borger Jorisen shows in writing, that he has tried by every reasonable offer to settle the differences between himself and pltf. and that thro' pltf's. obstinacy he, deft., has suffered great trouble and damage on his farm. He requests, the Court will appoint a Committee to decide the case. Pltf. asks, that to end the case the Court will give sentence or dispose of it according to their discretion. The Court refer the civil matter between Tomas Griddy, as pltf., and Borger Jorisen, as deft., to Allard Antony, one of the bench, David Provoost and Robert Clercq, who are hereby authorized finally to decide the civil matter as best as they can or else report to the full bench.

Nicolaes Boodt, pltf., v/s Elysebet van Hoochvelt, deft. Deft. in default.

Nicolaes Boodt requests, that, whereas Hannes de Peyster has gone to Fort Orange, having been ordered by the Court to settle the account between him, pltf., and Joost Goderis, somebody else might be appointed in his stead ; whereupon Johannes Pietersen Verbrugge was put into the place of Johannes de Peyster.

Carsten Clasen and Jan Barentsen, pltf's., v/s Isbrant Dircksen Goethart, deft. Deft. in default. Pltf's ask, that the sentence, pronounced by their Worships against deft. on the 24th of February last, be carried out the time given in it having expired 14 days ago. The Court decide, pltf. may make a copy of said sentence and they order the Schout or Fiscal to execute it.

Tomas Hall, pltf., v/s Tomas Bacxter, deft., asks for payment of the purchase money for his house and lot according to bill of sale and proves by the statement of Harmen Smeeman, Michiel Jansen and Hendrick Jansen, that in the sale to Bacxter no number of rods was stipulated, but everything sold according to patent. Deft. requests, that the witnesses be sworn to their testimony. It is so ordered and pltf. makes the further demand, that the attachment of defts. money in the hands of the Hon<sup>ble</sup> Beeckman be declared valid, to which he receives the answer, that as pltf. had received an order on the money in the hands of the Deacons, this attachment is unnecessary and therefore declared invalid.

Auken Jansen, pltf., v/s Jannetie Juryans, deft., demands payment of 12 fl. for wages, according to decision of arbitrators. Deft. declares herself ready to submit to the decision, provided pltf. will finish the remaining work as planned. Pltf. maintains not to be bound thereto ; therefore said arbitrators are ordered, to report, whether the work is well done and whether they have decided, that the rest of it should be included in the 12 fl. or not.

Roelof Jansen, pltf., v/s Philip Geraerdy, deft., complains, that defts. dog has bitten him in the daytime, as may be seen by the wound and he claims for loss of time and surgeon's fees 12 fl. Deft. says, pltf. may kill said dog and that pltf. has not lost any time or work on that account ; he, deft., has already sent pltf. by his wife 4 lbs. of butter and is still willing to give him as a charity 4 fl. more. The demand of pltf. is therefore denied.

Willem Beeckman, pltf. v/s Daniel Weythedt, deft. Deft. in default. Pltf. states, that he has attached, by virtue of a note, exhibited in Court, moneys in the hands of Poulus Leendersen, amounting to 204 fl. 10 st., and requests, that the attachment be declared legal and valid. So ordered.

Dirck Jansen Houtsager, pltf., v/s Daniel Litschoe, deft. Deft. in default.

At the City Hall, Monday, April 21, 1653. Present as before.

Gysbert van der Donck, pltf., v/s Jan Cool, deft. Deft. in default. Carsten Clasen, pltf., v/s Isbrant Dircksen Goethart, deft. Deft. in default. François Poschot, pltf., v/s Jan Haes, deft. Deft. in default. As deft. has failed to do the work, which he agreed to do for pltf., within the time set by the Court, pltf. asks, that the sentence of March 31 last be executed and deft. condemned, to indemnify pltf. for damages and losses. The Court, considering this demand just, authorize execution by the Officer.

Tomas Hall, pltf., v/s Tomas Bacxter, deft., asks, that deft. be condemned to pay the purchasemoney for a house and lot according to contract and the testimony of three credible witness, to-wit Michiel Jansen, Harmen Smeeman and Hendrick Jansen, who having lawfully been summoned by Tomas Hall and appearing in Court offer in the presence of Tomas Bacxter as adversary to confirm their statements under oath, now or later. Deft. persists in his former demand and answer, saying, pltf.

had offered to deduct 50 fl. from the purchase money, if he, deft., would drop the proceedings in law. Pltf. admits, that if deft. had quickly paid him, he would have given 40 fl. and a barrel of beer as a treat, to prevent further loss of time and unpleasantness for himself and his witnesses, but as deft. did not accept this offer, he, pltf., does no longer consider himself bound by it. Deft. asks, that pltf. shall declare under oath, that neither at the sale nor after it the quantity of rods has been promised and that he did not say, the patent was sufficient; which done he will pay. Pltf. being willing to take the oath, proceedings are deferred at defts.' request until the arrival of the Schout.

Coenraet Ten Eyck, pltf., v/s Allard Antony, deft., again asks for the surrender of the hogshhead of tobacco, sent to him and marked with his stamp, but opened and kept by deft., with costs and damages. Deft. says as before, that pltf. had given his consent. Mr. Doudey, who had sent the tobacco and been present, not appearing, though legally summoned by Allard Antony, the case was postponed until next session, on the promise of deft. to prove, that pltf. had given his consent and it is ordered, that deft. shall summon Mr. Doudey again.

Nicolaes Boodt, pltf., v/s Elisabet van Hoochvelt, deft. Deft. in default the second time. Pltf. requests, that as he has to make a journey to Fort Orange and the case relating to houserent, which he had to pay, it may be held over until his return and that, when he summons deft. again it might be considered a third summons, which is conceded.

Luycas Eldersen, pltf., v/s Auke Jans, deft. Deft. in default.

Luycas Eldersen, pltf., v/s Jacob Haey, deft. Deft. in default the second time.

At the oral request of Sybout Clasen, made in Court, concerning his claim on Harmen Smeeman about payment of a debt in beavers, no other decision, than the former of the full bench, is given.

At the City Hall, May 5, 1653. Present Arent van Hattem, Poulus Leendersen van die Grift, Allard Antony, Wilh. Beeckman, and M. van Gheel.

Gysbert van der Donck, pltf., v/s Jan Cool, deft., says that about 6 weeks ago he bought of deft. a cow and calf for 90 fl., payable one half in pieces of 8,\* the other half in linen at 3 fl. the ell, which pieces of 8

\* Each equal to 12½ cents U.S.

deft. had seen and counted. Pltf. now asks, that deft. shall be forced to deliver the cow and calf according to sale and contract although he has sold them to somebody else. Deft replies, that he has never made a conclusive or binding contract for the sale of the cow, nor seen the linen, that he saw some pieces of eight, but that pltf. promised to come then in 8 days and look at the cow. Having waited two days longer he sold the cow to somebody else and does not consider himself bound to pltf. After hearing both sides, pltf. is ordered to prove his statement and that the agreement was binding.

Lucas Eldersen, pltf., v/s Jacob Haey, deft., asks 40 fl. for bedsteads, received by deft. from Capt. Geurt Tysen, the payment for which by deft. had been assigned to him, pltf., by the required documents. Deft. answers, that he has never accepted the assignment, as he has against said Captain a claim of more than 100 fl. for non-payment of certain goods ; that he warned pltf. before the departure of the Captain, he would not pay, if he made any claim in this matter. The Court refuses to entertain the complaint and demand of pltf. against deft. in this case, unless he can show and prove, that deft. has accepted the assignment.

Luycas Eldersen, pltf. v/s Auke Jansen, deft. Deft. in default the second time.

Allard Antony, pltf., v/s Mr. Doudey, deft. Deft. in default.

Coenraet Ten Eyck, pltf., v/s Allard Antony, deft., asks again surrender with costs and damages of his hogshead of tobacco, kept by deft. and complains of violence, done him in this case by deft. Deft. proves by a statement of Tomas Bacxter, that pltf. has consented, he, deft., should keep the hogshead. Pltf. admits it to be true, that after much talking with deft. about the hogshead of tobacco, Mr. Doudey, who had sent him the same, came to them and Coenraet said, "If you will let me have the hogshead with tobacco, standing at Jacob van Couwenhovens in place of this, you shall have this for it and the difference is settled." He offers to confirm under oath, that he has never consented to Allard Antony's opening the hogshead, much less keeping it. After hearing both parties the Court decides and orders, that Allard Antony should deliver said hogshead into the hands of his Worship, Burgomaster Arent van Hattem and that he shall summon Mr. Doudey again for next Monday, then to prove his statement or else the tobacco is to be surrendered to pltf.

Carsten Clasen and Jan Barentsen pltf., v/s Isbrant Goethart, deft., demand besides the former judgment payment of 370 fl., also for earned wages, payable in grain, according to contract, with costs and interest. Deft. admitting the debt to be just and the contract made, as stated, requests pltf. to wait. After hearing the parties the Court condemns deft. to pay pltf. as per contract, and authorizes the Officer herewith, to carry out this and the former judgment of February 24th last.

Harmen Smeeman, pltf., v/s Sybout Clasen, deft. Deft. in default. Pltf. asks, that the judgment for 13 beavers be carried out or that deft. deliver instead the cattle free, without expenses and damage, paying the costs of the lawsuit. The decision is : The Officer is authorized and charged to carry out the sentence.

Cors Pietersen, pltf., v/s Jan Jansen Visser, skipper of the "Ellebinck," deft. asks for payment of 60 fl for piloting said ship from Sandy Hook to before Fort Amsterdam. Deft. admits, that pltf. has at his request piloted the ship as stated, but, he says, they did not agree as to the fees. He then promised to pay, what two impartial men would say, offering again as already before, to pay 30 fl. in silver, wampum or with one half anker of wine and maintaining, that is enough. The Court refers the case to Poulus Leendersen and Adrian Blommaert for settlement.

Roelof Jansen Vonck, pltf., v/s Cornelis Jansen Coele, deft., demands pay for 49 days carpenters work on defts bark at 4 fl. a day and 12 fl. besides, earned on the galleon. Deft. says, he does not recognize pltf. in this case, as he has not employed him, but Cornelis Jansen, the Zealander, for whom pltf. has worked as hired man, showing at the same time by affidavit, that said Zealander had offered to undertake the yacht for 350 fl., and by his books, that he had already paid 427 fl. He requests therefore, that the attachment against himself and yacht be lifted or else he shall claim damages with interest. The Court decides, that Cornelis Jansen Coele shall give security for the judgment, when the attachment will be lifted.

Nominations for the embassy to Virginia :

By A. van Hattem : Allard Antony ; by Poulus L. van die Grift : M. van Gheel ; by W. Beeckman : Arent van Hattem ; by Allard Antony : M. van Gheel ; Pieter Wolfersen, being indifferent in private pique nominates Allard Antony.

At the City Hall, Monday, July 14, 1653. Present Arent van Hattem and Marten Krigier, Burgomasters, Poulus Leenderrsen, Wilh. Beeckman and Pieter van Couwenhoven, Schepens.

Andries Hopkins, pltf., v/s Jan Hendricksen Koopal, deft. Deft. in default.

Isaak de Foreest, pltf., v/s Adriaen Keyser, deft. Deft. in default.

Poulus Leendersen, pltf., v/s Nicolaes Boot, deft., demands 150 fl. for house-rent, now due for a year, according to contract. Deft. admits being satisfied with the contract and the debt being just. He is ordered by the Court to pay immediately.

Nicolaes Boot, pltf., v/s Elysabet van Hoochvelt, deft. Deft. in default the third time. As deft. remains in contumacy and does not answer, pltf. demands judgment in his claim for house-rent, 66 fl., with costs of summons and other expenses, amounting to 9 fl. The Court, after hearing the request of pltf. condemns deft. for her contumacy to pay pltf's claim for rent and costs immediately on notification.

Nicolaes Boot, pltf., v/s Joost Goderis, deft. Deft. in default the third time. Pltf. demands, that deft. shall be condemned to pay him according to contract, the time having long expired. Having seen the liquidation of accounts by the arbitrators, also the signature of deft., who now absents himself, the Court order him to pay pltf. within 24 hours after notice according to contract on pain of execution.

Jan Peeck, pltf., v/s Jan Gerritsen Smith, deft. Deft. in default.

Jan Peeck, pltf., v/s Cornelis Jansen, the Zealander, deft. Both in default.

Auken Jansen, pltf., v/s Hendrick Hendricksen, the drummer, deft., asks for payment of 48 fl., due as balance of the purchase money of a house and lot, also 10 fl. for a pig etc. Deft. says, he will pay, as soon as pltf. gives him, as agreed, the proper deed, and that he has never refused to pay for the pig. The Court decides, that pltf. is bound to give a deed, before receiving his money.

Willem Pietersen, pltf., v/s Cristiaen Antonisen, deft., demands return of 13 fl. 10 st. paid to deft. on wainscotting at 20 st. the piece. Deft. admits having received the money and says, he has offered pltf. the choice out of 80 pieces of wainscotting, which he has then sold for 24 st. Pltf. replies, the wainscot was not, as deft. had promised and requests delivery

of the goods or return of the money with costs. Deft. is ordered to satisfy pltf. in 14 days either in wainscotting or by return of the money, else he is to pay damages and costs.

Annetie——, wife of Age Bruynsen, pltf., v/s Mrs. Abraham Genes, deft., complains, that on Tuesday last, when four napkins, bought by her of her master Croon from Holland were lying out to bleach, deft. picked them up and carried them away. Deft. says, she had been robbed and pltf. demands proof that they had been stolen from deft. or else return of the napkins and suitable satisfaction. Deft. admits having taken up and away from the bleaching ground 4 napkins in the presence of Martin Loockermans and Engeltie Maus, because they belonged to her, and she says, that she misses other napkins and linen, which she has not yet seen or found; also that neighbors have compared the said napkins with others, daily used by her, and have found them to be of the same pattern and linen, while upon one of them there is the same mark as shown by affidavit; she has left it with Anneke Loockermans and Tryntie Kips for safe-keeping. The latter, called into Court with it, state, that it is the same napkin, as left at their house, but is not like the one, shown by pltf. Having been examined by pltf., she says, that two of the napkins, taken by deft. are changed and that the one with the mark may have been mixed with hers by Engeltie Maus at her wedding. The Court examines and compares the four napkins with those of deft. and find them to be alike.

Jacobus van Couwenhoven, pltf., v/s Ambroos Lonnen, deft. Deft. in default.

Jan Gerritsen Smith, pltf. v/s Geurt Coerten. deft., asks for payment of 10 fl. 8 st. Deft. admits the debt, but says, that at pltf's request he has agreed to pay the money to Jan Peeck. The Court orders him, to pay pltf., provided pltf. frees him from the claim of Jan Peeck.

Schout Tienhoven present.

Jacobus Vis and Johannes Withart, pltf's., v/s Teunis Kray, deft., demand payment of 154 fl. 18 st. on a note of the . . ., which fell due last year, 1652. Deft. acknowledges the note, but says, he has something due him by pltf's. master, E. Tesselaer, deducting which upon his return he will honestly pay before the sailing of the ships. Pltf's. demand, that deft. shall show, how he has earned anything from their master, but deft.

refuses to give an account. The Court therefore condemns deft. to pay the note of plths. in 14 days.

The same plths. v/s Hendrick Jansen Smith, deft. Deft. in default.

Matewis de Vos, pltf. v/s Lodewyck Jongh, deft. Deft. in default.

Jan Jansen van Ekel, pltf., v/s Hendrick Gerritsen Snyder (the tailor), deft. Deft. in default.

Roelof Jansen and Jan Gerritsen, masons, plths., v/s Claes Hendricksen, deft., ask balance of 200 fl. due for earned wages according to contract, as they have done their job. Deft. declares, he will honestly pay plths., but claims, they should wait for payment as long as they have been away from their work and have caused him delays in building his house. The Court orders him to pay plths. in six weeks.

Jacob Kip, pltf., v/s Cornelis Jacobsen Stille, deft., demands 16 fl. 13 st. for goods bought at auction. Deft. admits the debt \* and therefore the attachment of goods in hands of skipper Loures Cornelissen is declared valid and deft. condemned to pay costs and mises of law in four suits.

Same pltf. v/s David Provoost, deft. Deft. in default.

Same v/s Cosyn Gerritsen, deft. Deft. in default.

Jochem Pietersen, pltf., v/s Cornelis Clasen Swits, deft. Both in default.

Pieter Cornelissen van der Veen, appearing in Court, requests, that the attachment against certain tobacco in hands of Adriaen Dircksen Coen, belonging to Claes Meutelaer, on behalf of G. Loockermans by virtue of a note of many years standing he declared valid. The request is granted and the attachment declared valid, provided the debtor is summoned for the next session of Court.

At the City Hall, Monday, July 21, 1653. Present Arent van Hattem, Marten Krigier, Poulus L. van die Grift and Wilhelm Beeckman.

Isaac de Forest, pltf., v/s Adrian Keyser, deft. Defts. second default. Jacob van Couwenhoven, pltf., v/s Ambroos Lonnen, deft. Defts. second default.

Aryaen the Brabander, pltf., v/s Francisco, the negro. Both in default.

Jacobus Vis and Johannes Withart, plths., v/s Jores Rapalyea, deft. Plths. in default.

\* There seems to be a paragraph missing here in the original.

Jacobus Vis, pltf., v/s Hans Hansen, deft. Both in default.

Jan Peeck, pltf., v/s. Jan Cornelissen Cleyn, deft., demands 139 fl. 7 st. as per bill. Deft. requests a copy of the account and promises to answer at the next session, which is allowed.

Same pltf., v/s Cornelis Jansen, the Zealander deft. Defts. second default.

Same pltf., v/s Jan Gerritsen Smith, deft. As he cannot obtain payment of the 48 fl. 18 st. expenses at the funeral of one Jeems Bronck, a soldier, out of his estate or pay from the Company, except 12 fl. through the Officer, pltf. demands, that deft. as surety shall pay the balance, as per note. Deft. refers to his former answer and the decision of the Court, dated the 17th of February, requesting that pltf's demand be dismissed. The Court refers pltf. to the Company to receive his dues out of the pay of deceased, agreeably to the promise of the Fiscal.

Same pltf., v/s Salamon Abels, deft. Deft. in default.

Jacob Kip, pltf., v/s David Provoost, as attorney for the estate of Jan Damen dec'd, deft., demands on behalf of the estate of Crynen for goods bought at auction 38 fl. 13 st. with costs of lawsuit. Deft. admits the debt. The Court condemns deft. to pay pltf. the demanded sum with costs in 14 days.

David Provoost, pltf., v/s Carel van Brugge, deft. Deft. in default.

Auken Jansen, pltf., v/s Hendrick Hendricksen of Middleborgh, deft. demands 48 fl. as balance of purchase money for a house and lot, he having given a deed, dated May 2d and 10 fl. for a pig etc. Deft. says, if pltf. had given the deed on the appointed day, he would have received his money. Deft. claims, the wall of the city diminishes the lot. The Court orders both parties, to bring in their complaint and answer in writing at the next session.

Cornelis Dircksen Hoochlant, pltf., v/s Poulus Leendersen van die Grift, deft., requests the return of 100 fl. counted out and advanced to deft. for providing building material for a ship, but nothing is done, except that some timbers have been prepared, which are in his charge, but at which he would not look. Deft. requests that the witnesses, summoned by him, may be heard.

Poulus Leendersen, pltf., v/s Borger Jorisen, de Potter, D. Provoost, defts. As pltf. has paid to Borger Jorisen, as proved by receipts, the

money received from Cornelis Dircksen Hoochlant and others, he claims, that Borger Jorisen should be condemned to return it to said Cornelis. Borger Jorisen admits having received the money and promises in Court, that he will return it without fail within three weeks from date, which is satisfactory to pltf.

The Court decides, that no sessions of Court for litigants should be held for three weeks, as the time for harvesting has come and therefore order the Courtmessenger not to summon parties before that time. Done at New Amsterdam in N. N. this 21st of July 1653.

Copy. Whereas, at the request of Burgomasters and Schepens, the City has, to the satisfaction and for the security of the inhabitants, been surrounded with palisades on the land side and along the Strand on the Eastriver and thus satisfactorily been strengthened, that the work has been done now already three weeks, Therefore there remains only yet the fulfilling of their other promise, namely to put the fort into a proper state of defense as a safe place of retreat, as they themselves resolved and offered to do on the 15th of March, 1653, as the enclosure proves. Upon their promise and resolution we have hastened forward not only the Company's, but also our own necessary work and have assisted with our own as well as the Company's negroes, trainpersonal and property. Hence the said Burgomasters and Schepens are now requested and footing on their offer earnestly urged to carry out their promise, both in furnishing money and in completing the nearly ready fort. Especially are they requested and urged, to adopt measures and take care, according to their promise, made 18 months ago, that the hogs be kept from the newly made walls and works of the fort, for which purpose some of their Board have then already raised some money in the community or if they fail to do so, we shall be obliged to look to it in such a manner, as our former resolutions and proclamations indicate.

We further remind Burgomasters and Schepens in the most polite and friendly manner of the loan of ironwork and nails, made by Poulus Leendersen with oral promise of return, for want of which the Company's and public works have come to a stillstand ; also of payment for the hand- and sidearms, distributed by you among the citizens,

Finally is it very necessary to supply both the City of New Amster-

dam and the fort with needed provisions, especially cereals, without which all work done for the defense would be in vain. Burgomasters and Schepens are therefore earnestly requested and urged, to think of effective and speedy measures for supplying grain, before want overtakes us. Having considered all this to relieve ourselves from blame we submit it to the Burgomasters and Schepens and await their early answer. Done etc., July 28, 1653. Signed : P. Stuyvesant.

Copy. Whereas some however uncertain rumors have come of gatherings of the English in the North, especially in Rhode Island, Burgomasters and Schepens are warned, not to allow any citizen or inhabitant to remove and the Fiscal is charged, not to grant passes to yachts, until the crews and the yachts have, as previously ordered, come down or until further orders according to the course of events and new reports. Done etc. July 28, 1653.

P. Stuyvesant.

Countersigned : Cornelis van Tienhoven.

The written suggestions of the Hon<sup>ble</sup> Director General, dated July 28, were read at the meeting of Burgomasters and Schepens, present Arent van Hattem, Marten Krigier, Poulus Leendersen van die Grift, Wilhelm Beeckman, and Maximilyanus van Gheel. This is the answer :

First, The City of New Amsterdam has with great trouble and at a great expense been put in as good a state of defense as possible.

Concerning the promise of providing from 4 to 5000 fl., we believe, that after the account of expenditures is made up, it will be seen, that the promised monies are already used up.

As to making the fort defensible we answer, that at present, when the citizens are already exhausted and worn out by previous public works and when all mercantile business and trades are at a stillstand, they are already behindhand and therefore unable to do more ; hence the Director General and Council are requested to excuse Burgomasters and Schepens from further taxing the citizens, but to show their affection and their inclination to advance the welfare of the community, we ask to be authorized to raise, when occasion offers, money among the citizens in the most civil manner.

Concerning the provision of cereals for the City and the Fort, we think, subject to correction, that one member, both of the Council and of

this Board, should be appointed, to go to all the farmers in the open country and see, what quantity of grain might be procured for strengthening the common welfare.

In regard to the paying for hand- and sidesarms, distributed among the citizens, their military officers say, that they cannot pay for them at present, but if the Director General demands the return of them, the Captain d' Armes \* shall collect and hand them over.

As to the nails, loaned by his Honor, we have to say, that we have charged Arent van Corlaer, to buy nails at Fort Orange, but have as yet received no answer. On the other hand his Honor will please to consider, what he has received. Done etc. July 29, 1653.

Signed by all present, as above.

At the City Hall, Saturday Morning, August 2d, 1653. Present Arent van Hattem, Marten Krigier, Poulus Leendersen van die Grift, Pieter van Couwenhoven, Willem Beeckman and M. van Gheel, also certain citizens, who had called in, to-wit: Pieter Cornelissen van der Veen, Dirck van Schelluyne, Johannes Pietersen and Johannes Gillisen Verbruggen, Jacob van Couwenhoven, Govert Loockermans, Olof Stevensen, Joh. van Beeck, Lambert Clomp, Jan J. de Jongh, Abram Verplancken, Jan Vinje, Johannes de Peyster, Abraham de la Nooy, Egbert Woutersen, Jan J. de Cuyper, Aert Willemsen, Juryaen Blanck, Coenraet ten Eyck, Daniel Litschoe, Philip Geraerdy and . . . Strycker.

At the meeting of Burgomasters and Schepens of this city of New Amsterdam, held at the City Hall on the 2d of August, 1653, to which had been called some of the principal citizens and inhabitants, there was read a specified account of the expenditures made so far for the entrenchment of the City and similar works, which amount to about 7000 fl. The question was put, what measures should be taken, to pay for the expenditures already made and yet to come.

It is unanimously agreed and voted, that nothing more shall be contributed, until the Director General surrenders the whole excise on wines and beer and if then they are short of money, they will consider measures to raise more for the above said purpose.

\* An officer, mostly non-commissioned, who performed the duties of Ordnance Officer and Quartermaster combined.

It is further resolved, that the foregoing answer shall be communicated to the Director General by Burgomasters and Schepens and if he does not consent, they will meet again, to consider, whether the suggested measures or others shall be adopted.

Saturday Afternoon, August 2, 1653. Present Burgomasters and Schepens with the following citizens : Johs. van Beeck, Pieter Corn. van der Veen, Johs Gillisen Verbrugge, Ab. Verplanck, Jan de Cuyper, Dirck van Schelluyne, Jan J. de Jongh, Govert Loockermans, Jacob van Couwenhoven, Jan Vinje, Lambert Kuybertsen Mol, Coenraet ten Eyck, Olof Stevensen and Aert Willemsen.

Burgomasters and Schepens report the oral answer of the Director General, who said, he could not think of surrendering the excise on wines and beer, now payable at the Company's office, for else he would be obliged to discharge immediately all the soldiers, now expected from the Fatherland ; also that the citizens only paid the tapsters excise.

After consultation the citizens present answer, as in the forenoon, that they are not willing, to make further contributions, unless the Director General agrees to their terms and lets the excise go into the treasury of the City, he receiving so much for import and export duties as well as from other sources.

As the citizens are not inclined to help raising money and as it is impossible to keep the work, already begun, going without paying for it, what has been expended or what still may be needed, Burgomasters and Schepens declare their lack of power and at the same time protest, that if later some unexpected mishap should occur they should not be blamed for not having done their duty. Done etc, as above.

At the City Hall, Monday, August 11, 1653. Present Arent van Hattem, Marten Krigier, Wilh. Beeckman, M. van Gheel, Poulus Leendersen van die Grift and the Schout C. van Tienhoven.

Isaac de Foreest, pltf., v/s Adriaen Keyser, deft. Defts third default. Pltf. demands, that deft. should be punished for his contumacy and condemned to pay 230 fl., a balance due to pltf. for a house and lot. He also asks, that the attachment of money in hands of Cornelis Steenwyck he declared valid. All granted.

Joris Stevensen, pltf., v/s Jan van de Bilt, deft. Deft. in default.

Symon Joosten, pltf., v/s Lieve Jansen, deft. Both in default.

Jan Peeck, pltf., v/s Cornelis Jansen, the Zealander, deft. Defts 3d default. Agreeably to judgment of March 11, 1652, pltf asks for payment of 35 fl. 18 st. with costs of lawsuit. Having examined the former judgment and the request of pltf. the Court condemn deft. to pay within 24 hours after receiving notice hereof and the Officer is authorized to execute the sentence.

Jan Peeck, pltf., v/s Salamon Abels, deft. Deft. in default.

Jacob Vis and Johannes Withart, pltf., v/s Hendrick Jansen Smith, deft., demand payment of 113 fl., balance of accounts. Deft. admits having received the goods, but says, he has an account with skipper Joost Michielsens, of whom he must receive money ; he asks, that he may pay by an order on said Joost. After hearing both sides the Court decides, that deft. must pay his bill in 6 weeks under pain of execution and without preventing a suit against skipper J. Michielsens.

Same pltf., v/s Jores Rapalye deft., ask for payment of 228 fl. 6 st. as per bill. Defts wife appearing in Court acknowledges to have received the goods and the money to be justly due. Ordered to pay in 6 weeks.

Same pltf., v/s Hans Hansen, deft., demand payment of 51 fl. as per bill. Deft. admits the debt, but he has promised only 2 beavers and the rest in wampum. After hearing both sides the Court orders deft. to pay 2 beavers and the rest in good wampum, as promised.

Same pltf., v/s Pieter Cornelisen, housecarpenter, demand payment in beavers of the balance of a note of 248 fl. Deft. admits the debt and promises to pay before the sailing of the ships for Fatherland. The other side being satisfied therewith, time is granted to deft. as requested.

Same pltf., v/s Jacob van Corlaer, deft. Deft. in default.

Jacob van Couwenhoven, pltf., v/s Ambroos Lonnen, deft. Defts 3d default, and as it is now discovered, that he has his domicile at Gravesend, where there is a bench of justice, the Court declares, he is not amenable here. \*

Henricus van Dyck, pltf., v/s Claes de Ruyter and Harmen Douwesens,

\* The rule of the Civil Law said : *Siquis aliquem convenire aut in judicium citare volet, hic eum non citabit coram suo iudice (nisi utriusque sit iudex), sed coram iudice rei citandi. Et in actionibus realibus actor debet sequi iudicem loci, sub quo bona sita sunt, aut reperta.* Vide Damhouder, *Praxis Civilis*, c. 53.

defts. Defts. in default. Pltf. exhibits a note, fallen due and signed by defts. August 29, 1652. As defts. did not appear, default is entered against them and pltf., having given defts. an authenticated copy of the note and the time for payment being past due, asks under an ordinance of the Provincial Court of Holland for execution. The complaint having been considered by the Worshipful Court of New Amsterdam, defts. are condemned to pay the contents of the note and to deposit the beavers therein mentioned in the office of the Secretary of the City within 14 days and if they should fail to do so, the Officer is hereby authorized and charged, to make a levy on their property. Thus done at the meeting in the City Hall, present both Burgomasters and the Schepens, except Pieter Couwenhoven.

Teunis Kraey, pltf. v/s Jan van de Bilt, deft. Deft. in default.

Same pltf, v/s Lysbet Teysen, deft. Deft. in default.

Coenraet Ten Eyck, appearing in Court about the hogshhead with tobacco in dispute with Allard Antony requests, that he may be allowed to remove it upon giving security. Inquiry having been made it is found, that it has not yet been deposited as ordered, therefore the request is granted.

Daniel Litschoe, pltf. v/s Gillis Pietersen, deft. Pltf. demands payment of the second installment for a certain house and lot sold to deft's deceased mother-in-law according to bill of sale thereof. Deft. as co-heir of the above-named Tryntie Scheerenborg says, that if pltf. can deliver him a good deed of the whole lot sold, according to the bill of sale, payment shall be forthcoming ; otherwise offers to give him back the house and lot, on condition of repaying the money which he has received thereon. Burgomasters and Schepens resolve to see, how much the lot has been diminished on which the guard-house has been set when a decision shall be awarded to parties.

Daniel Litchoe, deft., v/s Jan Vinje, pltf. Pltf., Jan Vinje states, that he has suffered great damage in his corn land from deft's hogs in this year 1653 as well as last year 1652. Deft. denies not, that his hogs have been in pltf's field, but says that he has settled through Claes Van Elslant as mediator for the damage with 20 gl. on the condition, that pltf. keep his land well inclosed, and says, not being well inclosed that his hogs had been in there again, and that his sow, which was well worth fl. 50 had her legs broken, and demands satisfaction. Pltf. says, if deft. will de-

liver to him the hog, he will pay for the same, provided he satisfy him for the damage done. Burgomasters and Schepens of this City of New Amsterdam do by these presents order and authorize Egbt. Woutersen and Jan J. d'Jongh impartially to inspect the fences around Jan Vinje's land and see, whether they be sufficient to keep hogs and cattle out of it and thereof to deliver to the Board a written report, etc.

Adriaen Blommaert, pltf., v/s. Willem Albersen, deft. Deft. in default. In a case of attachment; notwithstanding which he has left the roadstead with his bark.

Claes Bordingh, pltf., v/s Willem Albersten, deft. Deft. in default. In a case of attachment; notwithstanding which he has left the roadstead.

Geurt Coerten, pltf., v/s Mrs. Gerrits, wife of Cosyn Gerritsen, deft. Pltf., complains that deft. has slandered his wife as a whore, a thief &c. as appears by affidavit, demands proof, or in default thereof proper reparation of character. Cosyn Gerritsen appears in Court in place of his wife, and demands copy of pltf's complaint. Resolved, that copy of the affidavit, which pltf. presented in Court be delivered to deft. to answer thereto in writing at the next Court day.

Roelof Jansen Vonck, pltf., v/s Jacob Van Couwenhoven, deft. Pltf., demands from deft. as bail for Cornelis Jansen Coele payment of fl.196, being wages earned on the sloop of Cornelis Jansen Coele according to days' hire. Deft. says, pltf. has worked on the sloop as servant of Cornelis Jansen the Zealander as appears by his signature; contends therefore that pltf. must look to Cornelis, the Zealander. The case is postponed till the arrival of Cornelis Jansen.

Roelof Jansen Vonck, pltf., v/s Barent Jansen, deft. Pltf., says, he sold deft., a certain assortment of goods for 1161 lbs. of Virginia tobacco, which he was to ship in the vessel of Skipper Lourens Cornelisen to be delivered at Amsterdam, but such did not take place; has received something thereon, and demands the balance be paid here by deft. and the served attachment declared valid. Deft. acknowledges to have received the goods to the amount of the said tobacco, but says he is obliged to deliver the tobacco in Virginia and not here, according to the agreement before good men, and that he has left in Virginia with Jan Michielsen the tobacco, which is due pltf., as balance.

Burgomasters and Schepens order that deft. shall prove before his departure that said tobacco has been left in Virginia and that he has given orders for its delivery to pltf.

Auken Jansen, pltf. v/s Hendrick Hendricksen, drummer, deft. This is a dispute concerning a certain lot, according to former demand, and answer of parties. It is decided to inspect the lot, which having been done parties shall have judgment.

Hans Steyn, pltf. v/s Jan Martyn, deft. In a case concerning 206½ lbs. of roll tobacco, which deft. engaged on his word to deliver good, of which he has been able to sell only 70 lbs. and the rest being spoiled, it has since been taken to Fort Orange. Pltf. demands the making good of the damage, showing to the Court some of the tobacco. Deft. denies, that it is the same tobacco he delivered, as his was spun good and sound. Parties are referred to 2 arbitrator to inspect the tobacco.

William Pietersen, pltf. v/s Pieter Luyckesen, deft. Pltf. demands payment of fl. 16 by virtue of an order from Jan Cornelisen assigned to pltf. for wages earned of deft. Deft denies the debt. Pltf. demands, that deft testify to his declaration under oath. The Court decides that, as the order is not dated, and not properly signed, deft. is not bound to purge himself by oath, but that pltf. shall produce further proof.

Anna Van Vorst put in a rejoinder to the reply of Pieter Kock as pltf. concerning the promise of marriage. Marked in the margin : Copy hereof to be delivered to the party to answer thereto.

Copy.

Respected and Very Dear :—We cannot, consistently with duty, omit calling your Worships' attention to the injurious and intolerable destruction, which we, to our great dissatisfaction, daily behold the hogs committing on the newly finished works of the fort, whence the ruin thereof will certainly ensue.

And whereas Burgomasters and Schepens, in violation of their solemn promises made both in writing and orally, will not lend a hand to repairing and strengthening the same, we can certainly expect, they will adopt measures and take care, that what we with great pains and labor have

brought so far will not again be destroyed by hogs, and thus all our labor be rendered useless, it being certainly the practice in no place to permit cattle to run at large to the injury and damage both of individuals and the public. Without more remonstrance then, in case this matter is not speedily and promptly attended to by your Worships, we hereby protest, that necessity compels us to provide therein by the following Ordinance and Placard, whereof we by these presents, do first notify the Burgomasters and Schepens, and clear ourselves of all damage and injury that may follow therefrom. Done at Fort Amsterdam in New Netherland the 12<sup>th</sup> August, 1653.

(Signed)

P. Stuyvesant.

City Hall, Tuesday, the 12 August, 1653, 4 o'clock in the afternoon. Present.—Arent Van Hattem, Marten Krigier, Poulus Leendersen, and M. Van Gheel.

Having taken into consideration the foregoing Remonstrance of the Hon<sup>ble</sup> General, the same is postponed until the arrival of the other Schepens who are absent.

Wednesday afternoon Burgomasters and Schepens again met except Pieter Couwenhoven. Adjourned to 8 o'clock to-morrow.

Burgomasters and Schepens of this City New Amsterdam assembled together.

Having seen the Remonstrance of the Hon<sup>ble</sup> General and his complaint concerning the damage the hogs are daily doing to the fort and the newly erected works, the Burgomasters and Schepens do therefore order their Court messenger to notify the Burghers that every one of them shall take care of his hogs or keep them in the sty until the fort and recently constructed works have been fenced in with palisades to preserve said works from damage, or in default hereof, such persons shall be held responsible for the damage and injury. Thus done and enacted this 14 August A° 1653, New Amsterdam. (Signed) Arent Van Hattem, 1653, Martin Krigier, Poul<sup>e</sup> L. Van die Grist, Wilh : Beeckman, Pieter Wolferssen, Maximilianus Van Gheel.

City Hall, Monday the 18 August, 1653. Present.—Arent Van Hattem, Marten Krigier, Poulus Leendersen Van Grist, Wilh : Beeckman, Pieter Wolferssen, and M. Van Gheel.

Symon Joosten pltf. v/s Meuwe Jansen, deft. Pltf. states that he purchased last year 50 pair of shoes of Pieter Smith, of which he sold one pair to Lodewyck Jongh, which shoes deft. claimed as his, and says the shoes had been stolen from him, whereof pltf. demands proof. The shoes in dispute having been shown by pltf. to the Court, deft. says that they are his own shoes, which he himself purchased in the New Market at Amsterdam, as one of the straps was sewed on here, but denies that he called pltf. a thief. Parties having been heard, deft. is ordered to prove that the shoes are his, whereupon deft. declares he cannot do this. Therefore the shoes in dispute are given back to pltf. and deft. is charged not to trouble pltf. any further respecting the matter.

Guert Coerten, pltf. v/s Cosyn Gerritsen, deft. Deft in default.

Daniel Litschoe, pltf. v/s Gillis Pietersen, deft. Deft in default.

Gillis Pietersen, pltf. v/s Jan d' Cuyper, deft. Pltf. in default.

Adriaen Blommaert, pltf. v/s Willem Albertsen, deft. Defts 2<sup>nd</sup> default.

Jacobus Backer appears as Attorney for pltf. and demands payment of fl. 921 by virtue of a bottomry bond dated 20<sup>th</sup> April, 1651, and, executed in behalf of Jan Blanck, requesting deposit of the money in Court.

Burgomasters, and Sehepens, having heard the request and examined bottomry bond do condemn deft. for his contumacy provisionally to deposit in the office of the Clerk of this City within 14 days the demanded money and in default of appearance at the next Court day to give in his plea, he shall be debarred from all exceptions he may thereafter claim, and the officer is charged and authorized to proceed to execution.

Claes Bordingh, pltf. v/s Willem Albertsen, deft. Deft. in default, but appeared a little later. Pltf. demands a balance of 7 beavers by virtue of a note for 16½ beavers ; requests that deft. shall pay him before his departure, or give sufficient security therefor. Deft. acknowledges the debt. Condemned to pay deft. before his departure, or to give sufficient security.

Jacob Van Couwenhoven, pltf. v/s Luycas Eldersen, deft. Both default.

Jores Stevensen, pltf. v/s Jan VanderBilt, deft. Pltf. demands re-payment of fl. 54 balance of moneys lent to him. Deft. acknowledges the debt, and requests delay, until he has been to Fort Orange, where he

has debts to collect. Burgomasters and Schepens condemn deft. to pay and satisfy pltf. without delay within three weeks from date.

Sybout Clasen, pltf. v/s Lubbert Gysbertsen, deft. Pltf. as Attorney for Reyner Stoffelsen demands payment of fl. 135. Deft. acknowledges the debt, but states that Joost Teunisen, for 4 hogs sold and delivered to the Hon<sup>ble</sup> Company, has promised to pay for him. Joost Teunisen being heard, acknowledges that he has bound himself as security for the payment. Parties having been heard, it is decreed and deft. Lubbert Gysbertsen as principal, or Joost Teunisen as security are condemned to pay pltf. within one month from date.

Joost Teunisen, pltf. v/s Lubbert Gysbertsen, deft., demands payment of fl. 50. Deft. confesses the debt. Parties having been heard, Deft is condemned to pay pltf. one month from date.

Roelof Jansen Vonck, pltf. v/s Cornelis Jansen Coele, deft. Pltf. as aforesaid demands payment of fl. 196 for labor rendered. Deft. declares that pltf. as servant of Cornelis Jansen the Zealander worked on his sloop, and that he knows him in no other capacity, showing by account that he has paid the Master Cornelis Jansen, the Zealander, according to agreement, offering to confirm at all times by oath, that he had to do with no one else in this matter than with Cornelis Jansen the Zealander, and that he had not engaged or promised any wages to pltf. and in case pltf. can prove to the contrary, he will pay him. Parties having been heard, deft. Cornelis Jansen Coele is granted until the next Court day to declare under oath that he has never set pltf. to work, or promised him money, in which case pltf. will have to look to Cornelis the Zealander, who is ordered then to appear in person.

Teunis Kraey, pltf. v/s Jan VanderBilt, deft. Pltf. demands payment of fl. 38 : 10. Deft. denies that he owes him so much. Ordered that they settle the account between them, or else pltf. must write out a specified account.

Willem Beeckman, pltf. v/s Andries Pietersen, cooper, deft. Deft. in default.

Adriaen Keyser, pltf.. v/s Matys Capito, deft. Deft. in default.

Adriaen Keyser, pltf. v/s Jores Wolsey, deft. Deft. in default.

Adriaen Keyser, pltf. v/s Jan Gerritsen, smith, deft. Pltf. demands payment of fl. 16 for goods sold. Deft. acknowledges to have received the

goods, but pleads, that Carel Van Brugge had offset with the Hon<sup>ble</sup> Company. Burgomasters and Schepens condemn deft. to prove that it has been so offset, or in default thereof to pay pltf.

Adriaen Keyser, pltf. v/s Harmen Douwesen, deft. Deft. in default.

Adriaen Keyser, pltf. v/s Jan Aertsen VanderBilt, deft. Pltf. demands payment of fl. 46 : 10 for provisions received. Deft. confesses the debt and is condemned to pay pltf. within one month.

Mr. C. Van Tienhoven present.

Auken Jansen, pltf. v/s Hendrick Hendricksen, drummer, deft. On a dispute about a certain lot according to a previous demand and the answer of parties. It is decided to view the lot. Whereunto are commissioned the W. Burgomasters and Schepen P. L. VandieGrift, and also in relation to the dispute betwixt Daniel Litschoe and Gillis Pietersen about a lot ; which being done, judgment shall be given.

Frans Jansen, pltf. v/s Jan Evertsen Van Kalcker, deft., demands payment of 17½ beavers, according to note, together with costs accrued therein, which by specification amount to fl. 25 : 8. Pltf. offering to confirm his declaration by oath if necessary, with one year's interest of the money being fl. 14, making in all fl. 39 : 8. Deft. confesses the obligation and offers to pay pltf. according to judgment dated the 9<sup>th</sup> May 1653, rendered at Fort Casimir. Parties being heard, Burgomasters and Schepens condemn deft. to pay pltf. the note according to the aforesaid judgment together with the costs accrued herein according to specification.

Jacob Vis & Johannes Withart, pltf. v/s Jacob Van Corlaer, deft. Deft. 2<sup>d</sup> default. Pltf. demand renewal of judgment and execution. It is decided, that they may arrest deft. on his coming here, and thus procure their pay.

Gillis Pietersen, pltf. v/s Jan d'Kuyper, deft., demands payment of about fl. 50 for labor rendered. Deft. acknowledges the debt, but requests account. Parties are ordered to exchange accounts and settle.

Burgomasters and Schepens of this City of New Amsterdam heard the complaint of Cornelis Van Tienhoven, in quality as Schout of said City, on and against Willem Albertsen of Munnekedam together with his answer to it, that he deft. notwithstanding his having been attached by the Court messenger, and being summoned before the Court, has dared to sail away with his sloop lying in the roadstead before this City to Mespachtes and

other places and thus violates his arrest. Therefore pursuant to certain by-laws and customs of Old Amsterdam for the maintenance of justice, the W. Court have condemned and by these presents do condemn the said Willem Albertsen in the penalty of fl. 50 to be applied  $\frac{1}{3}$  for the Poor,  $\frac{1}{3}$  for the Court, and  $\frac{1}{3}$  for the Officer, and to remain in prison until this and the fl. 50 in which he has been mulcted by the Burghers' Court Martial have been paid. Thus done and adjudged in Court at the City Hall this 18<sup>th</sup> August 1653.

Coenraet Ten Eyck appears in Court, and demands that the hogs-head of tobacco in dispute betwixt Allard Antony and him, may be deposited according to order. Whereupon it is ordered : The Officer is hereby commanded and authorized to cause the tobacco in dispute to be deposited by Allard Antony's agent, being Pieter Corn Vander Veen. Done as above in Court.

Resolved unanimously by Burgomasters and Schepens to propose orally to the Hon<sup>ble</sup> General, whether his Honor will not agree with them, that it is necessary to send a personal embassy to those of New England, where the General Assembly will be convened, according to report, on the 25<sup>th</sup> of August, in order to see how much can be effected with them respecting the state, on which point they would consider it necessary first of all previously to send a messenger etc.

City Hall, Monday, the 25 August, A.<sup>o</sup> 1653. Present Arent Van Hattem, Marten Krigier, Poul<sup>e</sup> Leendersen, M. Van Gheel, Pieter Wolferesen, Wilh. Beeckman and C. V. Tienhoven, Schout.

Brian Newton, Capt. Lieutenant, pltf. v/s Guliam de Wys, deft. Pltf. demands payment of fl. 231 : 13, moneys received from pltf., ship account also given to deft., whereof deft. executed a copy at the West India House according to certificate of Book-keeper Mirinck ; requires good payment here together with interest according to the written demand. Deft. frankly admits that out of friendship he had promised to satisfy pltf. here, and had hoped he should receive by the next ship the goods for the money, of which he has not yet had any advice, but contends that as long as it does not appear, that he has received, he is under no obligation to pay ; requests copy of the demand so as to answer it, which is granted to him.

Lubbert Gysbertsen, pltf. v/s Corn. Van Tienhoven, fiscal, deft. Pltf. declares, that he had sold and delivered to the Hon<sup>ble</sup> Company 4 hogs, amounting to the sum of fl. 135, for which Joost Teunisen was security, who promised to pay Reyner Stoffelsen for him, pltf.; requests that either Reyner Stoffelsen or he may receive satisfaction. The Fiscal confesses the debt for the Hon<sup>ble</sup> Company, and requests time. Parties having been heard, deft. is condemned to pay within three weeks from date.

This following copy is handed to the Board by C. V. Tienhoven. Copy.

Respected and Very Dear : We have repeatedly called Your Honors' attention to our own and the Country's common interest and situation and the dangerous consequence, that will follow therefrom, if not seasonably prevented; we also have in addition earnestly requested that, at this perilous crisis especially, some helping means might be devised, whereby the civil, ecclesiastical and military servants might be supported and placed beyond complaint; the debts of the city and country paid; provisions and munitions of war provided, and this place on which the preservation of the country depends, be maintained and defended against violence, invasion and attack of enemies. All, however, hitherto in vain and void of effect. Recently (pressed by want and necessity) we requested of your Honors restitution of some loaned nails, for want whereof the Company's works must stand still to the great detriment of the same; and also payment for the arms supplied by the Hon<sup>ble</sup> Company and distributed among the Burghers; so as to assist and relieve thereby ourselves and the other servants of the Company. The intemperate answer to the last which was vouchsafed us, has been signed by the Clerk alone. Meanwhile, respected gentlemen and particular friends, do our distress and difficulty of which we are best judges, not only continue, but they have increased to such an extent as to reduce us to extremity; on the one hand by creditors of the Hon<sup>ble</sup> Company dunning, yea, importuning us for payment, which we owe and are also ready to pay according to law and equity and even can do, if we are paid and receive the debts over due to the Hon<sup>ble</sup> Company, and the tithes that are outstanding; on the other hand, the civil, ecclesiastical and particularly the military servants are

applying to and petitioning us, yet respectfully, for necessary support. The last complain that for want of food they are necessitated and driven against their will and disposition to lay their service and arms at our feet, in order to obtain support for the body by the labor of their hands from the burgher or husbandman.

Reduced then to this extremity—to deny them this resort and not be able to provide them the first, and finding your Honors either unable or unwilling to assist with a subsidy, we are compelled to have recourse to this extreme and last remedy, to wit: The calling in of the Company's outstanding debts, the tithes and other royalties that are due; wherefore we have already through our Fiscal notified our debtors, but have found them indisposed towards satisfaction and payment. And in order that we ourselves may not be considered Plaintiff and Judge much less a Tyrant as we have now and then been accused by the ignorant, we have resolved and judged it most convenient, to have the debtors summoned through the aforesaid pltf. before your Hon<sup>ble</sup> Court of Justice, and let them decide according as right may dictate, only requesting and recommending Your Honors to grant pltf. good and quick despatch according to the style of law and equity of the cases, so that being paid for the Hon<sup>ble</sup> Company we may pay and satisfy others especially that we may maintain and retain free of complaint their civil, ecclesiastical and military servants for the public. Awaiting which, we remain as ever,

Respected and particularly dear gentlemen,

Your affectionate friend and governor,

(Signed)

P. Stuyvesant.

New Amsterdam, this 25 August, 1653.

Cornelis Van Tienhoven, fiscal, pltf. in behalf of the Hon<sup>ble</sup> Company v/s Leendert Aerden, Gerrit Hendricksen and Cornelis Jacobsen Stille, defts. Pltf. making his demand and plea in writing reclaims the bouweries occupied by defts.; payment of the tithes of the crops according to the ground-brief; and also the payment of all that defts. owe to the Hon<sup>ble</sup> Company, as further appears by demand. Defts. answer that on account of short crops and war, they had been heretofore excused by the Director General and Council from paying the tithes. Leendert Aerden says, that he will leave the bouwery, provided he is paid the moneys

he has expended, and confesses that he is indebted to the Hon<sup>ble</sup> Company, but knows not how much ; denies having signed any obligation. Cornelis J. Stille confesses that he signed the obligation. Parties having been heard, pltf. is ordered to produce at the next Court the account and obligations of what defts. owe the Company, and defts. are ordered then to appear again personally, in order to see and examine the matter further, and it is furthermore ordered, that copy of the demand be furnished to defts. to answer thereunto.

Mr. C. Van Tienhoven, Schout, pltf. v/s Claes Hendricksen, carpenter, deft. says, that deft. did, on the 14<sup>th</sup> of July last, draw a sword, and with it pursue 2 masons along the public street, concluding that deft. be condemned in the penalty according to the ordinance. Deft. expressly denies the charge, demands proof, and claims for lost time, etc. Pltf. engages to produce proof.

Mr. Cornelis Van Tienhoven, Schout, pltf. v/s Cornelis Willemsen, deft. Deft. in default.

Cornelis Van Tienhoven, Schout, pltf. v/s Johannes Withart, deft. making his demand states, that deft. had drawn a sword, therewith went in front of the house of Capt. Krigier and elsewhere and had been guilty of street riot, as more fully appears by information taken and exhibited in Court. Pltf. concludes, that deft. ought to be condemned, according to the ordinance, in the penalty of fl. 600. Deft. demands copy of the complaint and information, that he may answer thereto. Deft. is granted copy of the complaint to answer thereto at the next Court day.

Poulus Schrick, pltf. v/s Jores Rapalje, deft. demands payment of fl. 78 : 13 : 8 according to account. Deft. acknowledges to have received the goods ; demands on the other hand the rent of the house he let to pltf. Pltf. states, that the house not suiting him, he remained in it only 14 days. and delivered up the key to deft., who had taken it without any objection. Parties are ordered to prove their declarations, etc.

Poulus Schrick, pltf. v/s Lysbet Groesens, deft. Deft. in default.

Jacob Van Couwenhoven, pltf. v/s Luycas Eldersen, deft. Deft. 2<sup>nd</sup> default.

Symon Joosten, pltf. v/s Nieuwe Jansen, deft. Pltf. declares that deft. on the last Court day, had again troubled him about the pair of shoes then in dispute, and demands proof. Deft. denies the allegation ; declar-

ing as before, that he cannot prove it, and is willing to refrain from the subject of the shoes. Therefore he is charged not to defame or molest pltf. about this matter, under certain penalty.

Daniel Litschoe, pltf. v/s Pieter Cornelisen, carpenter, deft. Deft. in default.

Daniel Litschoe, pltf. v/s Gillis Pietersen, deft. Resolved to give judgment at the next Court day.

Adriaen Keyser, pltf. v/s Jorsey Rapalje, deft. Pltf. demands payment of fl. 67 : 8—according to account. Deft. confesses the debt, and requests delay. Pltf. consents to give deft. a delay of 2 months, which deft. accepting is condemned to pay pltf. in 2 months from date.

Adriaen Keyser, pltf. v/s Harmen Douwesen, deft. Pltf. demands on a note according to account payment of a balance of fl. 189 : 13. Deft. confesses the debt. Parties being heard, deft. is condemned to pay pltf. within one month from date, etc.

Adriaen Keyser, pltf. v/s Roelof, the Mason, deft. Pltf. demands payment of a balance of 16 guilders. Deft. acknowledges having received the goods and in default of proof, that C. Van Brugge had agreed to offset them and did offset the same according to order, deft. is condemned to pay pltf. within 14 days from date.

Adriaen Keyser, pltf. v/s Borger Jorisen, deft. Deft. in default.

Item. pltf. v/s Claes Croon, deft. Deft. in default.

Geurt Coerten's wife, pltf. v/s Vroutie Gerrits, wife of Cosyn Gerritsen, deft. declares, that deft. has abused her as a whore, thief etc., according to affidavits in the case ; demands proof or reparation of reputation. Deft. persists in the insult and offers to prove the same at the next Court day.

Adriaen Blommaert, pltf. v/s Willem Albertsen, deft. Jacobus Backer appearing for pltf. demands as before payment of fl. 921, according to bottomry bond. Deft. acknowledges the debt and bottomry bond to be just, requesting only time to collect his debts and to be discharged from arrest ; otherwise, will not be able to pay. Pltf. consents, that deft. may take a voyage to Fort Orange to collect his outstanding debts, saving his action. Parties being heard, deft. is condemned to pay pltf. in full within three weeks from date without further delay on pain of execution.

Egbert van Borsum, pltf. v/s Cornelis Jansen, the Zelander, deft. Deft. in default.

Roelof Jansen Vonck, pltf. v/s Cornelis Jansen, the Zealander, deft. Deft. in default. Cornelis Jansen Coele and Roelof Jansen Vonck appearing in Court, offer in accordance with the order of 18th of August last, now to make oath before the Court. Roelof Jansen Vonck requested, that the oath be postponed to the next Court day, which was granted.

Jacob Vis & Johannes Withart, pltf. v/s Jacob Van Corlaer, deft. Parties withdrew for settlement.

Curators of the estate of Jan Damen, deceased, pltf. v/s Aryaentie Cuvelje, deft. Both in default.

Skipper Willem Tomasen, pltf. v/s Lysbet Teysen, deft., demands payment of a balance of fl. 52 in beavers on a note of 100 guilders for board. Deft. acknowledges the debt, but says that a chest of goods in the hold had become rotten; requests some compensation therefor. Pltf. states as the goods paid no freight and are of no value, he is not responsible for them. Parties being heard, deft. is condemned to pay pltf. within fourteen days from date.

Frans Jansen, pltf. v/s Jan van Kalcker, deft., demands payment of costs accrued in the suit betwixt them, according to the judgment of 18th August last. Deft. insists, that pltf. swear, that he has incurred and paid so much costs. Pltf. replies, if deft. can prove the contrary, he will return him double the money. Pltf.'s declaration and offer of oath being received, deft. is condemned to pay the costs of suit agreeably to the bill on pain of execution.

Frans Jansen, pltf. v/s Philip Geraerdy, deft. demands payment of a balance of fl. 100 in beavers for labor rendered agreeably to contract, together with interest thereof. Deft. states, that the contract for making the garret has been most scandalously fulfilled and in regard to payment of interest he has sustained damage of 200 gl. The contract being examined by Burgomasters and Schepens, it is found that the making of the garret is not mentioned therein, and having attended to the declaration of the parties, condemn deft. to pay pltf. according to contract the demanded 100 gl. in beavers and that within 3 weeks from date, and in case he has any claim, he may then institute his action.

Andries Hopkens, pltf. v/s Philip Geraerdy, deft. declares, that he had sold to Cornelis Lanckvelt, partner of deft's son, some tobacco, which he had delivered in Philip Geraerdy's house, and as the aforesaid C.

Lanckvelt is not able, for payment for the tobacco does not come, and as tobacco is perishable, demands the restitution of his tobacco or the payment of what is due him being fl. 51, whereupon he has received from deft's wife 12 gl. Deft. denies having any of pltf's tobacco in his house, but that the aforesaid Cornelis Lanckvelt had left some tobacco in his house, on which full 500 guilders are due him, and with respect to the 12 gl. they were lent to pltf. by deft's wife, and not paid on the tobacco. Parties being heard, Burgomasters and Schepens decide and order, that the tobacco in dispute, shall remain yet one month longer with Philip Geraerdy, who declares that the tobacco is still good and sound, and in case Cornelis Lanckvelt does not come in that time, pltf. may then have his recourse against said tobacco for his payment.

Auken Jansen, plt. v/s Hendrick Hendricksen, drummer, deft. Resolved to give parties judgment on next Court day.

Jacobus Schellinger, pltf. v/s William Harck, deft. Deft. in default.

Jacobus Schellinger, pltff. v/s. William Laurens, deft. Deft in default.

Hendrick Jansen, smith, pltf. v/s Richard Britnel deft. Pltf's wife appearing demands payment of fl. 198 : 13s for disbursements according to bill of particulars. Deft. says, he does not know, what he has had, producing as offset according to specification a bill of fl. 60 : 12 and according to his understanding, should owe only 30 or 40 gl. Parties are ordered to settle their accounts before arbitrators.

On the return of Cornelis Van Tienhoven, Schout, the agent of Allard Antony declared he had no tobacco belonging to him, and at the request of Coenraet Ten Eyck, it is further ordered by Burgomasters and Schepens, that in failure of tobacco, the Officer shall attach any other goods or wares. Done in Court the 25 August, 1653.

Having examined the wampum exhibited in Court by the Officer, which Andries de Haes, baker, had refused to take from Daniel Litschoe for bread, the aforesaid baker is therefore summoned to Court, who denied that he had ever refused bread or declined taking said wampum.

City Hall, Monday, the first of Sept., 1653. Present—Arent Van Hattem, Marten Krigier, Pieter Wolfersen, M. Van Gheel, Poulus Lendersen & Wilh. Beeckman, together with C. Van Tienhoven, Schout.

Brian Nuton, Captain Lieutenant, pltf. v/s Gulyaem d'Wys, deft. Pltf. persists in his previous demand and request dated 25th August for payment of 231 : 13. Deft. answers the demand in writing, which being examined he is further heard by way of arbitration and informs the Court, that for accommodation's sake he will perform the promise he gave and satisfy and pay pltf. within eight days from date, provided pltf. revoke the statement in his demand, viz, that he deft. has already received the moneys and refused to pay pltf. Parties having been recalled, declare that they will no longer remember their foregoing dispute, and they settle with each other equitably and make payment.

Jacob Van Couwenhoven, pltf. v/s Luycas Eldersen, deft. Pltf. in default.

Poulus Schrick, pltf. v/s Teunis Kraey, deft. Deft in default.

Johannes Withart, pltf. v/s Francoys Tyn, deft. Pltf. concludes, that deft. be condemned to pay pltf. the sum of 200 gl. for the surgeon's bill, pain and smart as well as loss of time on account of the wound, which deft. willfully inflicted on his face with a glass ; demanding costs of suit. Deft. demands copy of declaration in order to answer it in writing, which the Court grants him. Done First of September, 1653.

Poulus Schrick, pltf. v/s Joresy Rapalje, deft. Deft's wife appearing, ordered that deft. appear in person at the next Court day to defend himself.

Poulus Schrick, pltf. v/s Jan VanderBilt, deft. Deft. in default.

Poulus Schrick, pltf. v/s Andries Eduaertsen, deft. Deft. in default.

Francoys Rombouts and Jan Visser, pltf's. v/s Adriaen Blommaert, deft. Pltf's. having been in deft's service here demand in writing payment of their monthly wages and lost time, as they are about to depart for home. Deft. persisting in his written declaration, made before the Director General and Council again demands an account of their administration ; in this case does not refuse payment of their earned monthly wages. Burgomasters and Schepens order pltf's. to render proper account before Johannes Nefius and Cornelis Steenwyck as arbitrators, who are hereby authorized to examine the accounts at the house of Abraham La Nooy, and if practicable, to procure a settlement between parties, or otherwise to submit their opinion in writing to the Court.

Egbert Van Borsum, pltf. v/s Cornelis Jansen, the Zealander, deft. Deft. 2<sup>d</sup> default.

Egbert Van Borsum, pltf. v/s Thomas Hall, deft., demands payment of fl. 600 in beavers at fl. 8 apiece. Deft. confesses the debt, and requests delay, offering to give sufficient security for the payment of principal and interest. Parties having been heard, it is decreed and deft. condemned to pay pltf. within six weeks from date.

Roelof Jansen Vonck, pltf. v/s Cornelis Jansen, the Zealander, deft. Deft. 2<sup>d</sup> default.

Cornelis Van Tienhoven, Schout of this City, New Amsterdam, declared on Thursday last in the afternoon, that he had settled and agreed with Johannes Withart concerning a certain action, that the Schout had officially instituted against Johannes Withart on the 21 December, 1652, according to the tenor of the affidavits : according to this agreement, the Schout proves by credible witnesses, the aforesaid Withart should pay a fine of fifty guilders—one half for the Poor, and the other half for the Schout—and ten guilders to be expended for a treat, and moreover pay the sum of ten guilders to be laid out at Abram La Nooy's, and the fee of Notary Schelluyne amounting to 24 gl., so that said Withart in addition to the voluntary agreement and promise of sixty guilders is obligated, as appears by the attestation thereof produced in Court, to pay to the Officer in liquidation of the costs aforesaid the sum of 34 gl., which sum said Withart is by Burgomasters and Schepens, after hearing parties and examination of the Schout's declaration, condemned to pay, on pain, in case of refusal, of the Schout's being impowered to levy execution, etc.

Willem Contael, pltf. v/s Jacob Schellinger, deft. Pltf. demands restitution of his accounts, which he had put into the hands of deft. as security for payment of his debt. Deft. demands before delivering up the accounts payment of fl. 130. Pltf. acknowledges the debt, but says he cannot pay as long, as he is not able to receive anything. Fiscal Van Tienhoven undertakes in behalf of the Hon<sup>ble</sup> Company, to give pltf., in payment of his account against the Hon<sup>ble</sup> Company, an assignment on his countrymen at Gravesend, on condition that he will pay deft. Whereupon pltf. agrees to pay deft.

Jacobus Schellinger, pltf. v/s William Harck, deft., declares, that he had purchased of deft. 2 yoke of oxen, to wit, one yoke to be delivered in March, and to be paid for six weeks after delivery ; and one yoke to be

delivered last August and to be paid for 8 days after delivery, which delivery of the oxen he has refused to make. Pltf. requests, that deft. be condemned to execute the concluded agreement and purchase of the oxen, and to deliver to him the oxen, claiming costs, loss and damage suffered thereby. Deft. acknowledges, that he had sold the oxen as appears by the written agreement, but says as it was then a dangerous time, he requested payment for the cattle or security for the same, which pltf. has refused him, and the oxen were not permitted to go. Pltf. declares, that notwithstanding he was not bound according to the agreement to give security, he offered, that deft. might name some merchants at the Manhatans, whom he desired to be securities, thereto he received for answer, that there was no one at the Manhatans, whom he would credit for the value of 6 stivers. Parties having been heard, pltf. is ordered to bring further proof.

Jacob Schellinger, pltf. v/s William Laurens, deft. Deft. 2<sup>d</sup> default.

Govert Loockermans, pltf. v/s Claes Meutelaer, deft. Pltf. demands payment of fl. 123 : 14 : 8 according to obligation and account. Deft. acknowledges the debt, claims credit for fl. 48 for 4 trips with his wagon at the instance of G. Loockermans and Jacob Van Couwenhoven. Pltf. denies having ordered his wagon, says he has been only once in deft's wagon, for which he promised to pay deft. his share. Parties being heard, Burgomasters and Schepens condemn deft. to pay pltf. his demand according to note, saving his action for the wagon freight, whereof party must bring proof.

Jacob Steendam, pltf. v/s Jacob Clomp, deft. Deft. in default. Pltf's wife appearing, stated the arrest made of deft's person, which arrest is in consequence of the default's being declared valid.

Joost Goderis, pltf. v/s Jacob Clomp, deft. Deft. in default.

Gillis Pietersen, pltf. v/s Ide Van Vorst, deft. Deft. in default.

Joresy Rapalje, pltf. v/s Lodewys Pos, deft. Deft. in default.

Mr. Cornelis Van Tienhoven, Fiscal, pltf. v/s Leendert Aerden, Gerrit Hendricksen, and Cornelis Jacobsen Stille, defts. Pltf. persisting in his former written declaration and conclusion, copy whereof he has according to order furnished defts., demands speedy despatch. Defts. answer the declaration in writing, whereof pltf. requests copy, proving by obligations the justice of what defts. owe the Hon<sup>ble</sup> Company.

Which obligations having been produced to Leendert Aerden he acknowledged his handwriting being for fl. 1563 : 11 ; Cornelis Jacobsen Stille also acknowledged his signature for the sum of fl. 789 : 11 : 4. Therefore, Burgomasters and Schepens having seen the said obligations and confessions of the abovenamed Leendert Aerden and Cornelis Jacobsen Stille have condemned and by these presents do condemn them to pay said sums according to obligations, and in case they can substantiate any equitable claim in deduction of the amount of the obligations, they may offset the same, and further, pltf. is allowed copy of their answers.

Michiel Paulisen's wife appeared in Court ; demands payment of what her husband earned with his sloop in fetching palisades for the City works. Burgomasters and Schepens decide that Michiel Paulisen shall have for each load of palisades 10 gl. being for 14 loads fl. 140, which moneys Poulus Leendersen shall pay him.

On the first of September one bag of wampum labeled fl. 51 : 18, was deposited at the Secretary's office, being from Pieter Cornelis Van Veen in regard to the hogshhead of tobacco in dispute between Allard Antony and Conraet Ten Eyck. Coenraet Ten Eyck is allowed to take the same under security.

The Officer is ordered forthwith to bring Cornelis Jansen the Zealander into Court, since, in contempt of Court, being at different times summoned, he has never appeared to be heard thereon. The Officer returning, reported that he did not find said C. the Zealander at home. It is thereupon further resolved in case deft. C. Jansen the Zealander will not, according to his wife's promise, come before Burgomasters and Schepens, he shall be put on his trial and apprehended.

In the case betwixt Auke Jansen and Hendrick Hendricksen, drummer, respecting certain lot through which the city wall is made, Burgomasters and Schepens of this City, for reasons provisionally decide, and Hendrick Hendricksen is condemned to pay to Auke Jansen fl. 29 : 5, provided that he shall deliver to Hendrick Hendricksen the deed and letters of ownership.

Done as above.

The case betwixt D. Litschoe and Gillis Pietersen for a certain lot on which the Guard-house is erected, being considered by Burgomasters and

Schepens, it is resolved and decided, that the Guard-house shall be removed from the lot, and if it be then found that the lot has been curtailed, it shall be seen into at some more convenient time. Therefore Gillis Pietersen is condemned to pay Daniel Litschoe the purchase money according to contract.

Done as above in Court this First September, 1653, N. Amsterdam.

City Hall, Monday, the 8 September, 1653. Present—Arent van Hattem, Martin Krigier, Poul<sup>a</sup> Leend<sup>a</sup> van Grift, Wilh. Beeckman and Maximiljaen van Gheel.

Guliam d' Wys, pltf. v/s Pieter Andriesen, chimney-sweep, deft. Deft. in default.

Poulus Schrick, pltf. v/s Corñ Clasen Swits, deft. Deft. in default.

Poulus Schrick, pltf. v/s Jorsy Rapalje, deft. Case concerning house rent. Burgomasters and Schepens refer parties to Govert Loockermans and Jan J. d' Jongh as arbitrators, to reconcile parties, or otherwise to report their opinion to the Court in writing.

Poulus Schrick, pltf. v/s Andries Eduaertsen, deft. Pltf., according to note of 11 March, 1653, demands payment of a balance of fl. 158 : 13 : 8. Deft. confesses the debt. Parties having been heard, deft. is condemned to pay pltf. within three weeks from date.

Poulus Schrick, pltf. v/s Teunis Kraey, deft. Pltf., by virtue of an obligation of 8 Nov., 1652, demands payment of 15 beavers and another balance of account of fl. 5 : 6. Deft. acknowledges the debt. Parties having been heard, deft. is condemned to pay within three weeks from date.

Poulus Schrick, pltf. v/s Jan van Bilt, deft. Deft. in default, but for reasons, he is excused.

Poulus Schrick, pltf. v/s Luycas Eldersen, deft. According to note of the 25th of Oct., 1652, for fl. 257 : 10, whereon was received from Andries Eduwaertsen fl. 180, pltf. demands payment of the balance of fl. 77 : 10. Deft. says, that he does not owe so much. Parties are ordered to balance their accounts.

Madame Genes being summoned into Court by the Schout (concerning the 4 napkins in dispute between her and Annetie, the wife of Hage Bruynsen), is asked, (since Madame Genes intends to remove to Father-

land, and Annetie aforesaid intends to go to Fort Orange), whether she can produce any further proof. She gives for answer : No other proof than before ; that they are found in all respects like her napkins, and she is willing, if she can retain her napkins and will remain unmolested on that account, to forgive the said Annetie her fault, and never to trouble her on that account.

Hendrick Jansen, pltf. v/s Richard Bridnel, deft. Deft. in default.

Jores Rapalje, pltf. v/s Lodewyck Pos, deft. Pltf. according to note of 30 June, 1651, demands payment of fl. 357. Deft. acknowledges the debt, but says that he has earned from 25 to 30 guilders from the pltf. Parties having been heard, deft. is condemned to pay pltf. within three weeks the aforesaid amount according to obligation, deducting all that may be proved to have been paid.

Matys Capito, pltf. v/s Hermen Smeeman, deft. Deft. in default.

Jacob Steendam, pltf. v/s Jacob Clomp, deft. Both in default.

Luycas Eldertsen, pltf. v/s Andries Eduaertsen, deft., says that by mischance a glass had been broken in pieces at night by a dog or somebody else to him unknown in the house, hired of Michiel Tadens, and whereas deft. proclaims in full company, that he has heard, pltf. had broken the glass himself, demands that he name the person who so stated, so that he can clear himself. Deft. as agent of Michiel Tadens in charge of the house says, he has indeed heard this, and to prevent any further dispute that may arise therefrom, he is under no obligation to name the person. Parties having been heard, were reprimanded for troubling the Court about such trifles and pltf's demand is dismissed.

Jacob Hendricksen Veervanger, pltf. v/s Carel Van Brugge, deft. Pltf. as co-curator of the estate of Hans Lodewycksen deceased, demands that deft. be condemned as vendue-master to deliver up to the curators the moneys, obtained for the goods sold at public vendue, so that they may remit the same to the widow. Deft. states, that he has not yet received the moneys for the goods sold from the purchasers and requests delay. Parties having been heard, deft. Carel Van Brugge is ordered to collect the moneys, and is condemned to make payment to the curators within one month from date.

Carel Van Brugge, pltf. v/s Isaac d'Foreest, deft. Pltf. as vendue-master of the personal estate of Pieter Cornelisen, mill-wright, demands

payment of fl. 59 : 8 for goods purchased at public vendue. Deft. acknowledges having purchased the goods, but says, in the name of Philip d'Truy's widow, that her son Philip (who was also murdered) had earned fl. 100 monthly wages of Pieter Cornelisen dec<sup>d</sup>, which are still due him. Deft. is ordered to prove at the next Court day his demand against the estate of the above-named Pieter Cornelisen deceased.

Carel Van Brugge, pltf. v/s Sybout Clasen, deft., demands payment of fl. 67 for the estate of Hans Lodewycksen deceased, according to judgment. Deft. acknowledges the debt. Pltf. accepts deft's offer to pay within 14 days.

Carel Van Brugge, pltf. v/s Borger Jorisen, deft. Deft. in default.

Govert Loockermans, pltf. v/s Claes Meutelaer, deft. In a case of wagon freight for the sum of 48 gl. Jacob Van Couwenhoven being heard at pltf's request, he acknowledges having spoken for the wagons, for which he paid Claes Meutelaer together with other debts amounting to fl. 92 : 14. Parties having been heard, Govert Loockermans is acquitted and Jacob Van Couwenhoven is ordered to render account to Claes Meutelaer, and proof of payment aforesaid.

Cornelis Steenwyck, pltf. v/s. Govert Loockermans, deft. In a case of preference in the matter of attachment of a certain hogshead of tobacco belonging to Claes Meutelaer, pltf. declares on his honor with offer of an oath, that he did himself pack the tobacco in dispute into the hogshead, and has received it at the ferry from Claes Meutelaer and in his absence, it was brought to Adriaen Dircksen's house, where it was attached by Govert Lockermans. Parties having been heard, said tobacco is awarded as payment to pltf. in the presence of C. Meutelaer, and the attachment by G. Loockermans annulled.

Jacob Van Couwenhoven, pltf. v/s Luycas Eldertsen, deft., demands payment of 16 beavers according to obligation. Deft. acknowledges to have executed such note, but says that at different times he has paid thereon to the amount of fl. 87 : 10, which pltf. denies. Deft. is therefore ordered to deliver in at the next Court day a specification of his account, and of what he has paid on the note.

Jan Cornelisen Clyn, and Claes Hendricksen, pltf's. v/s Teunis Kray, deft. Pltf's. demand, for building a house a year since according to contract payment of a balance of 13½ beavers and fl. 12 : 8 in wampum.

Deft. confesses the debt, provided the upper floor be finished as soon as he has the nails ; says that the house is mortgaged ; requests delay, which parties leave to the Court's discretion. The Court therefore decides and condemns deft. to pay pltf. within one month from date.

Carsten Clasen and Jan Barentsen, pltf's. v/s Jan Strycker, deft. Pltf's. agreed to construct a house for fl. 99, whereon deft. has earned about 20 gl. They demand payment of the balance. Deft. acknowledges the debt, and states that before this he had offered to pay pltf's. in beavers at 9 gl. apiece, in place of wampum contracted for, and requests delay. Parties having been heard, deft. is condemned to pay within four weeks from date.

Govert Loockermans, pltf. v/s Egbert Van Borsum, deft. Pltf. demands payment of the third installment on the house and lot sold deft. according to contract. Deft. acknowledges the debt ; requests delay, as he cannot obtain payment from others at present. Parties having been heard, six weeks' time is granted deft., who is condemned to pay then without fail.

Auke Jansen, pltf. v/s Augustyn Heermans, deft. Deft. in default.

Isaac d' Foreest, pltf. v/s Jan Cool, deft. Deft. in default. Pltf. complains that deft. has gone away notwithstanding attachment and summons.

Jacob Haey, pltf. v/s Jacob Kip, deft. Pltf. appearing demands payment of fl. 154, being balance of a certain acceptance of assignment. Deft. confessing the debt, is condemned to pay the sum of fl. 154 within one month from date.

Jacob Kip, pltf. v/s David Provoost, deft. Deft. in default. Pltf. producing a certain judgment rendered against David Provoost, dated 21 July last past, requests of the Court act of authorization to put the said sentence into execution. The Court acknowledging, that the request is conformable to law and reason, hereby authorize pltf. to levy execution on deft. through the Officer.

Jacob Kip, pltf. v/s Thomas Hall, deft. Deft. in default.

Francoys Fyn, deft. in convention and pltf. in reconvention \* ads

\* This is a cross action. Convention, says Damhouder, is to summon any one at law or to court. Reconvention is to countersummon such pltf. Thus, if any person sue me for ten pounds, I can summon him, and sue him in like manner for six, eight or ten pounds. Such cross action or reconvention must generally be commenced before the pleadings in the original suit are entered. *Praxis Rerum Civilium*, Cap. CXLI.

Johannes Withart pltf. and deft. in the same case, doing the same in writing, whereupon was noted in the margin : These are put in the hands of party to answer thereunto. Cornelis Van Tienhoven appeared in Court. As some friends have applied to the Director General and Council for a commission of marque and reprisal against the English, he requests Burgomasters and Schepens would please jointly to repair at once to the Hon. Director General, which they did. Reported that pursuant to the resolution, he had issued the order to Skipper Willem Tomasen.

City Hall, Tuesday, September 9, 1653.

Present—Arent Van Hattem, Marten Krigier, Poul<sup>a</sup> Leend<sup>a</sup> Van Grift, Wilhelm Beeckman and Pieter Wolfersen.

Nomination of Delegates to the General Assembly of the Country from the Board of Burgomasters and Schepens.

Nominated by Arent Van Hattem : Poul<sup>a</sup> Leend<sup>a</sup> Van Grift, Max : Van Gheel ; by Marten Krigier : Arent Van Hattem, Poul<sup>a</sup> Leend<sup>a</sup> Van Grift ; by Poulus Leend<sup>a</sup> Van Grift : Marten Crigier, Pieter Wolfersen ; by Wilhelm Beeckman : Marten Crigier, Poul<sup>a</sup> Leend<sup>a</sup> Van Grift ; by Pieter Wolfersen : Marten Krigier, Poulus Leendersen.

Elected by plurality of votes : Marten Krigier, Poulus Leendersen.

WHEREAS the Director General and Council with the knowledge of the Burgomasters and Schepens, resolved that a General Assembly shall assemble and be held on Thursday next, being the 11th September, in Fort Amsterdam.

Therefore Burgomasters and Schepens of this City of New Amsterdam have nominated from their Board by plurality of votes Burgomaster Marten Krigier and Schepen Poulus Leendersen Van die Grift, who are hereby commissioned and authorized to assist in deciding all occurring subjects relating to public good, whereof they shall render a report to the Board after the conclusion of the Assembly.

Thus done and enacted at the City Hall in New Netherland this 9 September, 1653.

(Signed)

Arent Van Hattem, 1653

Martin Krigier

P. L. Van die Grift

Wilh : Beeckman

Pieter Wolfersen

Annetie N., wife of Age Bruynsen, appeared in Court ; requests a pass to go to Fort Orange. Whereas she instituted the suit about the 4 napkins of Mme. Genes, and the case has not been prosecuted by her, therefore Burgomasters and Schepens notify her, the petitioner, first to settle with Mme. Genes, or else prosecute her suit, and remain bound over to the Court, so that their Worship of the Court may remain exempt from any complaint of refusing justice, etc.

The Schout is hereby requested and charged not to permit the wife of Age Bruynsen to remove before and until the dispute with Mme. Genes about the napkins shall be settled, and she has exhibited certificate to that effect.

City Hall, Monday, September 15, A° 1653.

Present—Arent Van Hattem, M. Van Gheel, Pieter Wolfersen and Wilhelm Beeckman.

Casper Steenmets, pltf. v/s Lodewyck Pos, deft. Deft. in default.

Guliam Wys, pltf. v/s Pietro Andriesen, deft., demands payment of fl. 499 : 4, according to note dated 5 August, 1652. Deft. confesses the debt, and requests delay. Parties having been heard, deft. is condemned to pay pltf. according to obligation within one month from date.

Poul<sup>r</sup> Van Beeck, pltf. v/s Auke Jansen, deft., says deft. engaged to do certain work on his house and up to the present time, has not made a commencement ; requests that the Court may compel him to enter on and complete the work. Deft. says that he has been prevented from beginning the work by the want of materials, but promises in Court, if pltf. will pay for the nails, he will complete the work he has engaged to do within three weeks. Pltf. accepts the offer.

Jacobus Vis, pltf. v/s Luycas Eldersen. deft. Deft. in default.

Daniel Litschoe, pltf. v/s George Bacxter, deft. Both in default.

Hans Fommer, pltf. v/s Madame Anna Vander Donck, deft. Pltf. demands that deft. shall give lawful reasons why she has forbidden the publication of the bans of matrimony between pltf. and Maeyken Huybertsen, or otherwise be ordered to give her consent. Guysbert Van der Donck, deft's son appeared in Court in the place of his mother, and says the marriage of Maeycken Huybertsen can not take place without the consent of those, to whom she is hired according to the contracts exhib-

ited to the Court ; and if that be allowed in the present instance, she ought nevertheless first of all to settle and give satisfaction. Parties having been heard, the Court of this City of New Amsterdam do determine, that no lawful reasons exist to refuse the marriage of Hans Fommer and Maeycken Huybertsen. Therefore deft. is ordered to allow the same without any objection and pltf. is permitted to take copy of the contract to answer thereto in writing.

Poulus Schrick, pltf. v/s Jan Vanderbilt, deft. Defts 2<sup>d</sup> default.

Poulus Schrick, as agent of Jan Labate, pltf. v/s Jores Wolsey, deft. Pltf. by virtue of receipt signed by deft. dated 24 August 1649 for peltry delivered ; demands payment of a balance of fl. 184 : 3. Deft. in behalf of his master Isaac Allerton, acknowledges the receipt, and that, according to account, the demanded sum is still due, but contends, that he is not obligated to pay the debts of Isaac Allerton, his master. Parties having been heard, the Court of this City of New Amsterdam decide and condemn deft. to pay the pltf., as he signed the note himself, and has already made payments on it as factor of his master aforesaid.

Auken Jansen, pltf. v/s Hendrick Hendricksen, drummer, deft. Pltf. by virtue of a judgment of the Court, demands payment of the same, together with fl. 10 for hogs delivered. Deft. contends that the demanded 10 gl. are included in the fl. 29 : 3. It is the opinion of the Court, that the demanded 10 gl. are not included, but it is a separate transaction. Therefore deft. is condemned to pay the same separately.

Auken Jansen pltf. v/s Augustyn Heermans, deft., demands payment of a balance of one hundred guilders in beavers according to contract for building deft's house. Deft says, that pltf. has not fulfilled his contract ; secondly, that he has spoiled his timber and the work ; thirdly, that now, in short, to prevent all disputes, it was agreed at pltf's request, that he should give pltf. one beaver more, and if pltf. will not accept this, then he claims damage sustained by him. Pltf. denies such agreement ; says he will not be satisfied with one beaver. The Court do hereby appoint Pieter Wolfersen and Frans Jansen both house-carpenters to inspect work and if possible to effect a settlement, or otherwise to report their opinion in writing to the Board.

Jacob Van Couwenhoven having produced the note against Luycas

Eldertsen, it is the opinion of the Court, that Luycas Eldertsen be thereon cited and heard.

Cornelis Steenwyck, plft. v/s Abram Rycken, deft., demands payment of a balance fl. 136 : 13 : 10 in beavers as appears by account for goods received in the year 1650. Deft. acknowledges the debt, and requests delay. Parties having been heard, deft. is condemned to pay within six weeks from date.

Jan Hendricksen Steelman, plft. v/s Andries Hopkens, deft. Pltf. in opposition to the arrest of his person requests that the same be declared not valid. Deft. demands that the arrest be declared valid until he be paid fl. 112 : 10 for brick delivered. Pltf. says, deft. did not deliver the brick according to agreement and that his workmen had to wait for it ; offering, in case deft. will deliver the balance of the brick, to pay him the balance which will be found coming to him. Parties having been heard the Court decides that they shall fulfill their contracts and settle their accounts ; condemning Jan Hendricksen to pay promptly within two months what he is found to be indebted, releasing him from arrest.

Casper Steynmets, plft. v/s Richard Bridnel, deft. In a case of arrest for payment of fl. 12 : 10 which deft. hath accepted to pay pltf. for Jan Botser, and fl. 2 for himself. Deft. acknowledges the debt, and that he is security for Jan Botser. He is therefore condemned to pay pltf. or in default to give security before his departure. The arrest is accordingly declared valid.

Hendrick Jansen, plft. v/s. Richard Bridnel, deft. In a case of arrest. Pltf. demands, that deft be condemned to pay the sum of fl. 138 : 1 : 8, before his departure, which amount is due him by the balance of accounts. The Court of this City of New Amsterdam having seen the accounts of parties exhibited to the Court, and the offer of parties on either side, to confirm if necessary their declarations and dues by oath, do find that deft. is indebted by balance in the sum of fl. 138 : 1 : 8, which deft. is condemned to pay within six weeks from date, but to give before his departure, sufficient security for the payment.

Johannes Withart replied in convention and answered in reconvention \* to the plaint and answer delivered in by Francoys Fyn, whereof F. Fyn asks for a copy, that he may answer thereto. In the margin was

\* See Note *supra* p. 116.

written : Copy hereof is to be delivered to party to put in his rejoinders thereto.

City Hall, Monday, September 29. Present—Marten Krigier, Poulus Lee<sup>a</sup> Van die Grift, Wilh. Beeckman, Pieter Wolfersen, and C. Van Tienhoven, Schout.

Jacob Kip, pltf. v/s. Judith Varlet, deft., demands payment of fl. 22. due him out of the personal estate of Cornelis Crynen on account of Cornelis Clasen Swits. Deft says, she has satisfied and paid A. J. Kristman. Pltf. requests that deft. prove it or verify it under oath. The Court orders that deft. shall prove her statement or else establish it upon oath at the next Court day.

Mr. Gysbert Van Emdenbroeck, pltf. v/s Teunis Kraey, deft. Deft. in default.

Johannes de Peyster, pltf. v/s Teunis Kraey, deft. Deft. in default.

Jan Patricx, pltf. v/s. Thomas Laurens, deft. Both in default.

Pieter Cornelisen Vander Veen, pltf. v/s Cornelis de Potter deft. Pltf. according to account demands payment of moneys on account of the general fitting out of the ship *Nieuwe Liefde* (New Love). Deft. requests copy of the account, and as the ship is now on her departure, ask 14 days' time to give a written answer. Deft's request being granted, pltf. delivered the account to deft. in Court.

Cornelis de Potter, pltf. v/s Thomas Stevenson, deft. For payment of rent for land, and removing manure ; pltf. making his declaration in writing. The Court having heard deft. thereon, decide and order that deft. may take copy of the declaration to answer thereto in writing at the next Court day.

Govert Loockermans, pltf. v/s Claes Pietersen Kos, deft. Deft. in default. As deft. had contracted to make the roof of a brewhouse, for the want of which great damage might ensue, Pltf. demands that the Court would please compel deft. to do so, or make such order as they may think proper. The Court having heard the pltf's demand do hereby order and authorize the Officer forthwith to notify Claes Pietersen Kos to finish his contracted work, or in case he refuse to do so, the pltf. may have the work done by others at deft's cost.

Casper Steenmets, pltt. v/s. Lodewyck Pos, deft. Defts 2<sup>d</sup> default.

Jacob Van Couwenhoven pltf. v/s. Luycas Eldertsen, deft. Pltf., as agent of Jan Jansen alias Black Jan, demands payment of a balance of fl. 181, according to an obligation exhibited in Court for fl. 320. Deft. states, that he has paid thereon to Black Jan, besides the 16 beavers and 2 thirds already credited, fl. 87 : 10 more according to his book exhibited in Court. The Court decides that deft. shall swear to the correctness of his book,—that he has paid the fl. 87 : 10 together with the 16 beavers and 2 thirds on the note of fl. 320 alone and on no other debt, for which time for consideration is given him until the next Court day.

Jacob Van Couwenhoven, pltf. v/s Thomas Hal, Curator of the estate of Jan Damen, deceased, deft. Deft. in default.

Machiel Jansen, pltf. v/s Jacob Van Couwenhoven, deft. Pltf. demands payment of 70 gl. for the foddering of 2 horses on account of Van der Donck, for which deft. is security. Deft. acknowledges, that he contracted with pltf. for the foddering of the horses of Vander Donck, and that he became security for the payment. He is therefore condemned to pay pltf.

Poulus Schrick, pltf. v/s Adriaen Keyser, deft. Deft. in default. Pltf. prosecuting the attachment for the sum of fl. 190 : 17 served on Johannes Van Beeck, the Court declares it valid.

Poulus Schrick, pltf. v/s Lodewyck Pos, deft. Deft. in default.

Pieter Van Couwenhoven, pltf. v/s Jan Martyn, deft. Pltf. complains that deft. had insulted him in his capacity as Schepen on the public street, but declares that at deft's request, he has forgiven him all. Deft. says that he spoke offensively whilst in a state of intoxication on account of being refused salt and other things, and declares that he is sorry for having done so. Deft. is warned not to insult either Burgomasters or Schepens any more on certain penalty.

Pieter Mallemook, pltf. v/s Jan Lerooy, deft. A dispute concerning the use of land, pltf. making his plaint and claim verbally in the Dutch language. Deft. being a Frenchman, and wholly unacquainted with the Dutch language, delivered his claim in writing. Whereupon it is ordered that pltf. also shall deliver in his action in writing at the next Court day.

Jacob Steendam, pltf. v/s Jacob Clomp, deft. Both in default.

Jan Lourensen Appel, agent of Hendrick Vander Voorst, pltf. v/s Matewes d' Vos, deft. Pltf. demands, that deft. render account, proof

and balance of a certain stock of goods to the amount of 1709 gl. which he took with him from Fatherland, as more fully appears by the declaration and demand made in writing. Deft. was, at his request, granted copy of the demand, and is ordered to answer thereto in writing at the next Court day.

Joost Teunisen, baker, pltf. v/s Auke Jansen, deft. Deft. in default.

Francoys Fyn, deft. in convention, and pltf. in reconvention, ads.\* Johannes Withart, delivers into Court his written rejoinder in convention and replication in reconvention, whereupon is apostilled: This is placed in the hands of party to answer thereto.

Joost Teunisen, baker, appeared in Court, requesting that the sentence obtained against Lubbert Gysbertsen on the 18<sup>th</sup> August last, may be put in execution. Apostilled: On application of pltf., the Officer is hereby authorized to execute the same.

The Court having examined the papers and award of the Commissioners appointed in the matter of Francoys Rombout and Jan Visser, pltf. v/s Adriaen Blommaert, deft., it is decreed and the pet<sup>r</sup>. Francoys Rombout and Jan Visser are ordered to present their claim by specification, at the next Court day, as the Commissioners have left the same to the decision of the Court.

On this date 2 different petitions were presented to the Court for permission to proceed to *Patria* in the ships now lying ready to sail. Which petitions are returned to the parties without any order, as they are contrary to the generally adopted resolution.

City Hall Monday, October 20, 1653.

Present—Messrs. Arent Van Hattem, Marten Krigier, Poulus Leend<sup>r</sup> Vandie Grift, Pieter Couwenhoven, Willem Beeckman, with Mr. Cornelis Van Tienhoven.

Jan Lourensen Appel, pltf. v/s Matheus d' Vos, deft. Pltf. appeared according to order and delivered in his documents, and . . . Defts 1<sup>st</sup> default.

Jan Schepmoes, pltf. v/s Dirck Van Nes, deft. Defts. 1 default.

Cornelis Albertsen, pltf. v/s Willem Jansen, deft. Default.

Casper Steynmets, pltf. v/s Lodewyck Pos, deft. Deft. in default.

Joost Teunisen, baker, pltf. v/s Hendrick Hendricksen, tailor, deft. Pltf. in default.

\* See *Supra* p. 116.

Joost Teunisen, baker, pltf. v/s Auken Jansen, deft. Pltf. in default.

Jan Peeck, pltf. v/s Joost Goderis, deft., demands payment of fl. 16 : 8. Deft. confesses to owe Jonatan Francen some money, and offers to pay pltf. provided the note he signed be delivered up, and withdrawn by him, or endorsed by pltf. The Court decide, that this must be done or the deft. is not under obligation to pay him.

Cornelis de Potter, pltf. v/s Thomas Stevenson, deft. Deft. answers in writing. Pltf. persists in his demand and former conclusion, and requests the appointment of Commissioners from the Board, to investigate the whole matter. The Court authorizes Arent Van Hatten, Poulus Leendersen, and Cornelis Van Tienhoven, Schout, to investigate the matter and get the parties to agree.

Jacob Strycker, pltf. v/s Adriaen Keyser, deft. Deft. in default. In a case of attachment served on Mons<sup>r</sup> Van Beeck which pltf. prosecutes ; the attachment is declared valid on account of contumacy.

Isaac Kip, pltf. v/s Janneken Juryaens, deft., demands payment of fl. 34. Deft. confesses the debt. Is condemned to pay within six weeks.

Daniel Litschoe, pltf. v/s Pieter Cornelisen, carpenter, deft. Defts. 1 default.

Mr. Harck, pltf. v/s Claes Terhaer, deft., demands payment. Parties having been heard, deft. is ordered to pay within 24 hours or else to be imprisoned.

Hendrick Egbertsen, pltf. v/s Albert Jansen, deft. Defts. 1 default.

Marten Ottersen, pltf. v/s Michiel Paulisen, deft., demands payment of fl. 203. Deft's wife appears, confesses the debt, and is given time to pay until the first of May, A<sup>o</sup> 1654.

Teunis Kraey, pltf. v/s Andries Kuyper, deft., demands fl. 18 : 10. Deft. confesses the debt, and is ordered to pay the demanded sum within one month from date.

Auken Jansen, pltf. v/s Hendrick Tamboer [drummer], deft., for payment of seven guilders. Parties being heard, deft. is condemned to pay.

City Hall, October 27.

Present—The Burgomasters and Schepens together with C. V. Tienhoven.

Joost Teunisen, baker, pltf. v/s Hendrick Hendricksen, tailor, deft. Pltf. appearing demands payment of fl. 79 : 14 for bread delivered for deft's family. Deft. confesses the debt, and requests that what he must have from pltf. for work, may be allowed him. The Court, having heard the demand, answer and acknowledgement, do condemn deft. to pay pltf. the aforesaid sum, provided that deft. shall deduct whatever he can prove to pltf. is justly due him, and that within one month from date.

Joost Teunisen, baker, pltf. v/s Auken Jansen, deft., demands payment of fl. 35 : 15. Deft. confesses the debt. Burgomasters and Schepens therefore order him to pay within one month.

Cornelis Van Tienhoven, Receiver of the Company's Revenues, pltf. v/s Gerrit Jansen Cuyper, deft. Pltf. demands payment of what is due him in the aforesaid quality, by deft. amounting to fl. 95 : 8 in beavers through an error in account and offers, if deft. declare on oath, that he paid more than 35 beavers in kind to Aryaen Van Tienhoven, and that he had paid the duty and customs of the ship *T<sup>r</sup> Huys Breda*, he, pltf., will then freely give deft. a discharge, or in case deft. refuse, he will make oath. Burgomasters and Schepens having heard parties, order deft. to make oath, or in case of refusal to deposit the beavers with the Magistracy, which he shall not be permitted to lift under security, but they shall remain until the appearance or order of his brother.

Jacob Van Couwenhoven, pltf. v/s Luycas Eldertsen, deft. Defts. 3<sup>d</sup> default. Pltf. demands payment of the sum of fl. 181, according to note shown to the Court, and whereas deft. has not appeared according to order of the 29<sup>th</sup> September last, and has not made oath, notwithstanding three different citations, therefore deft. is on account of his contumacy condemned to pay pltf's demand with the costs of suit.

Cornelis Albertsen, pltf. v/s Willem Jansen, deft. Deft. in default.

Jan Lourensen Appel, pltf., v/s Matheus d'Vos, deft. Pltf. having given his replication in writing, ordered that copy be furnished deft.

Pieter Cornelisen Vander Veen, as administrator of the General Partners of the "*Liefde*," pltf. v/s Cornelis d' Potter, deft. Ordered that pltf. shall reduce his case and plaint to writing, that deft. may answer it in writing.

Cornelis Albertsen, pltf. v/s Willem Jansen, deft., demands repayment of expenses incurred in looking for his boat, which was taken away

by deft. without his consent and knowledge ; being reckoned up in Court, amount to fl. 18 : 10. The Court having heard parties, condemn deft. to pay pltf. the sum of fl. 16 for his disbursements and loss.

Jan Hutsen, pltf. v/s Adriaen Keyser, deft. Defts 1 default.

Gerrit Jansen Cuyper, deposits 4 whole beavers, and 12 small ones reckoned for thirds—This 3 Nov. A° 1653.

City Hall, Tuesday, November 11, 1653.

Present—Burgomasters Messrs. Arent Van Hattem and Marten Krigier. Schepens Poulus Leendersen Vandie Grift, Pieter Wolfersen Van Couwenhoven and Willem Beeckman.

Some of the principal burghers and inhabitants of this City having been legally summoned by their Worships, the following appeared :

Johannes Van Beeck	Dirck Schelluyne
Pieter Kock	Hendrick Kip
Jan Schepmoes	Lambert Huybertsen Mol
Jan Jansen, Cooper	Pieter Cornelisen Van Veen
Pieter Caspersen Van Naerden	Abraham La Nooy
Claes Bordingh	Jan Lourensen Appel
Francoys Fyn	Govert Loockermans
Jan Jansen de Jongh	Johannes Pietersen Verbrugge
Jacob Steendam	Daniel Litschoe
Coenraet Ten Eyck	Jacob Van Couwenhoven and
Hans Kiersteede	Olaf Stevensen
Isaac de Foreest.	

The Burgomasters and Schepens aforesaid propose, as they heretofore applied to the Commonalty that they would please to devise some means, whereby the public expenditures may be paid, and what was necessary might be maintained, whereto they have received for answer :

If the Director General would suffer the excise to be paid into the treasury of the Burgomasters and Schepens for the benefit of the City, that then they are ready in all fairness to contribute. Therefore Burgomasters and Schepens aforesaid declare that they have procured and obtained from the Director General, that from this time forth all the excise of beer and wines shall be paid into the treasury of the Burgomasters and Schepens of this City and employed for the public good, from which

source in the first place, no ready money is on hand, though very much needed at this perilous time, wherefore some general taxes and means must be provided. Their Worships of the Court aforesaid therefore ask the said Commonalty, if they will please to submit to such ordinances and measures as shall be enacted and adopted by them for the support of this City? To which they unanimously answered: Yes, and promise to obey the Burgomasters and Schepens in all things as good subjects are bound to do; which they affirm by their signatures. Done as above. New Amsterdam in New Netherland.

(Signed) Hendrick Hendricksen Kip, Jan J. Schepmoes, Govert Loockermans, Lambert Huybertsen Mol, Francoys Fyn, Jan Lourensen Appel, Jacob Van Couwenhoven, Isaac d' Foreest, Jacob Steendam, Jan Jansen d' Jongh, Coenraet Ten Eyck, Pieter Kock, D. Van Schelluyne, Johannes d' Peyster, Pieter Cornelis Vander Veen, Abraham de La Nooy, Johannes Van Beeck, Pieter Caspersen, Claes Bordingh, Mark T of Jan the Cooper, Johannes P. Verbrugge.

On this date a petition is presented to the Board of Burgomasters and Schepens signed by certain Burghers and Inhabitants praying that a Burgher Schout may be chosen and qualified and that the Company's Fiscal may no longer trouble himself as Schout about Citizens' cases.

City Hall, Wednesday, November 19, 1653.

Present—Arent Van Hattem, Marten Krigier, Poulus Leendersen Vandie Grift, Pieter Wolfersen, & Willem Beeckman.

Whereas the Hon<sup>ble</sup> Director General on the 11 November last past did after some conversation verbally consent to the Burgomaster and Schepens of this City, who were sent for by his Honor that the excise of beer and wines, which is paid at the Hon<sup>ble</sup> Company's Counting-house, shall be paid from the first of November, into the Treasury of the Burgomasters and Schepens for the benefit of this City: whereof they have not received any Act,

Therefore at the session of Burgomasters and Schepens on the 19 November it is unanimously resolved, for reasons them thereunto moving, to apply verbally to the Director General for a proper grant thereof, and in case of refusal, to request their dismissal, which shall be requested by Burgomaster Marten Krigier and Schepen Poulus Leendersen Vandie

Grift, now sent for by his Honor, before they give any advice in his Honor's Council and at the same time to inquire, whether any letters have come from Patria from the Hon<sup>ble</sup> Company for the Burgomasters and Schepens.

The Worsh<sup>l</sup> Marten Krigier and Poulus Leendersen appeared again at the session of the Burgomasters and Schepens and reported, that they had been to the Director General in his Honor's Council and that his Honor declared that he had not received any letters out of Holland from the Company or from others for their Worships of the Court; and answered them, that he grants them the excise of the beer and wines consumed here (except what is exported) until the approbation of the Lords Directors be obtained, provided that their Worships of the Court will support the two preachers, the schoolmasters and secretary; which being added together amount to about thirty two hundred guilders annually. This being compared with the usual excise, we maintain will scarcely produce so much. Wherefore their W. of the Court unanimously resolve to go in a body to the Director General, and demand in conformity with his promise the grant of the entire excise as received at the Company's Counting-house, and in case of refusal, unanimously to request our dismissal, since it is impossible for us to continue thus any longer. Thus done & resolved in Court at the City Hall in New Netherland this 19 November, A<sup>o</sup> 1653.

(Signed) Arent Van Hattem, Marten Krigier, P. L. Vandie Grift, Wilh: Beeckman, Pieter Wolfersen.

City Hall, Thursday afternoon, 20 [Nov., 1653]. Burgomasters and Schepens again met.

The Burgomasters and Schepens taking into their consideration the answer which the Hon<sup>ble</sup> General gave them, viz: that his Honor declared he has no power to dismiss the Burgomasters and Schepens in conformity with their request, and that he cannot consent to grant them the excise on any other terms than before expressed, have therefore resolved not to abandon their offices as yet, without further reasons.

City Hall, Monday, November 24, 1653.

Present—The Burgomasters and Schepens.

Arent Van Hattem and Marten Krigier reported, that on this date

they had been summoned as Captains of the Burgher Companies by the Hon<sup>ble</sup> General, who was highly displeased, that the Burghers had quit watching without his knowledge ; whereupon they answered, that this happened through want of firewood, to which his Honor replied that they should meet in order to procure some, which the Worsh<sup>l</sup> Van Hattem and Krigier according to the previously adopted resolution, refused to do, requesting his Honor, that Burgomasters and Schepens should proceed by petition, which is deferred until to-morrow.

City Hall, Tuesday, November 25, 1653.

Present—Arent Van Hattem, Marten Krigier, Poulus Leendersen, Pieter Wolfersen, and Wilh : Beeckman.

The Board aforesaid resolved to present a petition to the Hon<sup>ble</sup> Director General and Council as follows :

To the Hon<sup>ble</sup> the Director General and Council of New Netherland.

The Board of Burgomasters and Schepens of this City of New Amsterdam with all respect represent :

Whereas the Hon<sup>ble</sup> General, on the 11<sup>th</sup> Nov last did signify verbally to this Board, that the excise of beer and wines, which is paid into the Hon<sup>ble</sup> Company's Counting-house should from the first of November, belong and be paid into their Board ; this their Worships of the Court of this City aforesaid having sent for some of the principal burghers and inhabitants thereof did submit and communicate to them ; and as there was no ready money in the treasury, and it was much needed, their Worships of the Court did ask them, whether they were disposed to submit to all such public taxes as we might deem necessary for the support of this City, to which they unanimously consented, as appears by the copy thereof hereunto annexed : And whereas up to this date, we have received no grant of the excise notwithstanding we have at different times applied for it to the Hon<sup>ble</sup> Director General and Council, therefore we do again request due act of the entire excise of beer and wines as it is paid into the Hon<sup>ble</sup> Company's Counting-house (excepting what is sent to Fort Orange) the rather, as we informed the Commonalty of this and by the failure thereof, we shall be regarded by every one with contempt and censure ; and in case, through refusal hereof any mischief may hereafter arise (which God forbid) their Worships of the Court aforesaid declare themselves guiltless

in the matter, and at the same time declare, that they cannot go on without money and will be compelled to their sorrow to see before their eyes all the constructed works go to ruin and everything run to waste. We request herein a suitable apostil and act. Thus done in the Court of Burgomasters and Schepens aforesaid at New Amsterdam in New Netherland this 25<sup>th</sup> November, 1653.

(Signed) Arent Van Hattem, Martin Krigier, P. L. Vandie Grift, Wilh : Beeckman, Pieter Wolfersen.

Apostil made on the petition presented to the meeting of the Hon<sup>ble</sup> Director General and Supreme Council by the Burgomasters and Schepens of this City New Amsterdam in New Netherland dated 25<sup>th</sup> November 1653.

The Director General and Council adhere to their verbal promise on the proposition and reciprocal promise and engagement of the Burgomasters and Schepens of this City made on the 11<sup>th</sup> instant, to wit, that the Director General provisionally, and on the ratification of the Hon<sup>ble</sup> Patroons, cedes and grants to the Burgomasters and Schepens the usual excise on the wine and beer to be consumed within this City of New Amsterdam, provided that the Burgomasters and Schepens furnish according to their promise and instruction, subsidies for the maintenance of the works of this City and its ecclesiastical and civil servants, and the granted excise, after the manner of Fatherland, shall be publicly farmed out to the highest bidder. Dated as above. Beneath was : Agrees with the Original, and signed Cornelis Van Ruyven, Secretary.

Whereas the Director General and Council of New Netherland have consented, that the excise of beer and wine shall be paid to and received at the Treasury of the Burgomasters and Schepens of this City New Amsterdam, therefore Burgomasters and Schepens of this City aforesaid do hereby make known to all Tapsters, Innkeepers and Inhabitants, who intend to lay in any wines or beer, that from this time forth they must apply to Jacob Kip as Receiver by us thereunto authorized, for their necessary excise permit, for which they shall pay down the usual excise on obtaining the permit, and be bound to apply for said excise permit from two to four of the clock in the afternoon, during which time the Receiver will be in attendance at his house ; and beyond that time according to the custom of Old Amsterdam, he shall not be bound to issue any excise permit. Done in Court the 25 November, 1653.

Whereas, on complaints received for some time concerning some privateers or pirates, certain persons have been appointed by the Supreme Council and by the outlying villages and hamlets to examine thereinto and by a collective vote to come to such resolution for preventing the same, as the public peace may require, therefore the Burgomasters and Schepens of this City of New Amsterdam, by a plurality of votes, have commissioned out of their Board Burgomaster Marten Krigier and Schepen Poulus Leendersen Vandie Grift, who are hereby authorized, in connection with other Commissioners to adopt such resolutions and enact such orders in this regard as they shall consider necessary. Thus done at the Meeting in the City Hall in New Netherland this 25 November, 1653.

City Hall, Saturday, November 29, 1653.

Présent—Arent Van Hattem, Marten Krigier, Poulus Leendersen, Pieter Wolfersen and Wilh : Beeckman.

Marten Crigier and Poulus Leendersen Van die Grift, who were appointed Commissioners on the part of the Burgomasters and Schepens for the purpose of devising with other Delegates some measures in regard to the piracies, report verbally and in writing to the Board what has been done in that Assembly. Therefore it is resolved to present the following petition to the Hon<sup>ble</sup> Director General and the Supreme Council.

To the Hon<sup>ble</sup> Director General and Supreme Council of New Netherland :

The Burgomasters and Schepens of this City of New Amsterdam with all due reverence represent :

Whereas our Commissioners Marten Crigier and Poulus Leendersen Vandie Grift have reported to our Board, that the Assembly of Delegates from your Honors and the respective English Towns on the 27<sup>th</sup> of the present month, have resolved (for reasons verbally submitted to you), that on the 10<sup>th</sup> December next, some Delegates from the Dutch and from the English villages and hamlets, shall assemble for the purpose of writing a joint letter to the Directors as Lords and Patroons of this Province on the present state of affairs here, therefore we the Burgomasters and Schepens aforesaid, understanding the necessity thereof, do in all friendship request your Honors to delegate some persons to meet on the appointed day, and remonstrate to the Lords Mayors in such manner as

shall be deemed necessary for the general peace and welfare of the Country. Awaiting hereupon your Honors' favorable decision. Done in Session at New Amsterdam this 29<sup>th</sup> November, 1653.

(Signed) Arent Van Hattem, Martin Krigier, P. L. Vandie Grift, Wilh : Beeckman, Pieter Wolfersen.

The Hon<sup>ble</sup> Petrus Stuyvesant, pltf. v/s Thomas Adams, deft., for payment of fl. 450 with interest thereon according to bond and the penal sum of fl. 900 stipulated thereon. Parties having exhibited their pleas, they agreed and stipulated in Court, that Thomas Adams shall pay the aforesaid sum of fl. 450 with one half year's interest being 22½ gl. in Virginia, in good tobacco, at the selection of Pieter Jacobsen Marius, who is going to that place and who shall receive the same for the Hon<sup>ble</sup> Petrus Stuyvesant at the market price there, which is according to the declaration of impartial men, two stivers per pound, and Thomas Adams shall give sufficient security here for the performance of the same. Thus done and agreed to in Court at the City Hall in New Netherland the 29<sup>th</sup> November, 1653.

City Hall, Monday the First of December, 1653.

Present—Arent Van Hattem, Martin Krigier, P. L. Vandie Grift, Wilh: Beeckman and Pieter Wolfersen.

Jan Hutsen, pltf. v/s Adriaen Keyser, deft. Both in default.

Adriaen Keyser, pltf. v/s Casper Verleth, deft. Pltf. in default.

Casper Steenmets, pltf. v/s Lodewyck Pos, deft. Defts. 4<sup>th</sup> default. Pltf. demands, that deft. be condemned to pay to him pltf. fl. 15 : 13 according to note. The Court having seen the note signed by deft., condemn him on account of contumacy, to pay within 8 days from date under pain of execution.

Adriaen Keyser, pltf. v/s Augustyn Heermans, deft. Both in default.

Adriaen Keyser, pltf. v/s Harmen d'Kuyper, deft. Both in default.

Cornelis Van Tienhoven, present.

Casper Verleth, pltf. v/s Poulus Leendersen Vandie Grift, deft. Pltf. demands payment of fl. 155 : 16 : 8 pence together with interest thereon since the year 1637, producing an authentic copy of a note (the original whereof having been sent with power of attorney to Mr. Kieft cannot be produced) executed by the deceased Pieter Cornelisen of Monnekedam

in favor of Dirck Corsen of Amsterdam, arising out of board-money on the passage from Fatherland to New Netherland, which note pltf. proves by endorsement of Dirck Corsen has been assigned to him and his brother. Deft. as Curator of the estate of Pieter Cornelisen deceased, contends that the copy of the note being without date and mention of any interest, payments might have been made. The Court having heard the declaration and answer, after mature deliberation, are of opinion that dec<sup>d</sup> Pieter Cornelisen is (as appears by a notarial authentic copy of the note without date) indebted in the sum of fl. 155 : 16 : 8, which sum Poulus Leendersen as Curator of the estate, is condemned to pay pltf. as soon as the account of the estate shall have been settled and there shall be sufficient funds on hand to pay it denying pltf's. further demand of damage and interest.

Barent Jansen, pltf. v/s Luycas Eldersen, deft. Defts 1 default.

Jacob Vis, pltf. v/s Jacob Haey, deft. Defts 1 default.

Hendrick Egbertsen, pltf. v/s Gysbert Vander Donck and his servant, defts. Both in default.

Teunis Kraey, pltf. v/s Hendrick the Swede, deft. Both in default.

Claes Croon, pltf. v/s Hendrick Van Dyck, deft. Both in default.

Samuel Touw, pltf. v/s William Harck, deft. Defts 1 default.

Samuel Touw requests that David Provoost, here present, deliver him a copy of such affidavit as was made before him as Notary by W. Harck and others against him. David Provoost delivered to him copy thereof in Court.

Jan Van Leyden, pltf. v/s Egbert Van Borsum, deft. Both in default.

Lourens Duyts, pltf. v/s Claes Jansen Ruyter, deft. Deft. in default.

Jan Schryver, pltf. v/s Andries Pieters, cooper, deft. Deft. in default.

Jan Hendricksen, pltf. v/s Dirck Teunisen, Noorman, deft. Pltf. declares that he has lost a boat, which deft. finding has used without his knowledge, and contends therefore, that he is not liable for any salvage which deft. claims. Deft. replies, that he asked only one rix-dollar, and declares that he has not used the boat, and did not know that the pltf. had it in his charge. Parties being heard, the Court condemns pltf. to pay deft. one rix-dollar for salvage, etc.

Elsie Hendricx, pltf. v/s Jacobus Backer, deft. Pltf. declares, that she purchased of deft. a half barrel of soap, and had sent, the payment for it being 2 beavers by her child ; demands delivery of the soap according to purchase and payment, or offers to prove it subject to costs. Deft. declares, that he is ignorant of having received the two beavers for the soap ; offers, if pltf. will declare the same under oath, to make restitution thereof, but says that a barrel of soap is ordinarily sold for 28 gl. Parties having been heard, pltf. is ordered to prove her declaration.

Cornelis Van Tienhoven as Schout of this City presented a certain petition, thereby praying, as Jan Gerritsen, smith, who had been placed in custody on a charge of theft, has broken out of prison and fled, that certain goods in his house belonging to other persons may be restored to the owners, and the house and lot and whatever may be found therein, sold at public vendue to the highest bidder, in order, that the injured party may be indemnified, after having deducted what is coming by right to the Officer and other costs.

Whereupon ordered : The Officer is hereby charged and authorized to deliver to-morrow in presence of two of the Court to each one the goods, that may belong to him.

On petition of Pieter Kock that he may be indemnified for the theft committed at his house out of the goods of Jan Gerritsen, smith, it is apostilled : This is disposed of and petitioner is to apply to the Officer.

Adriaen Vander Donck presents a petition to the Burgomasters and Schepens to be protected as a Burgher. Which being communicated to C. Van Tienhoven, he took it with him for the purpose of giving some information to Burgomasters and Schepens in a day or two, when an order can be made thereon.

On the petition presented this day by Matheus d' Vos concerning the suit between him and Jan Appel, it is ordered : Copy hereof is granted to party to answer thereto.

On the petition presented by Jan Lourensen Appel, pltf. ag'st Matheus de Vos is apostilled : Parties are not and shall not be delayed in their right, nor their cause kept dragging. When their suit is fully written up and the requisite documents and informations furnished the Court, Burgomasters and Schepens will administer justice according to the merits of the case,

and then one or two days extraordinary Courts shall be held at the cost of the requirant. In the meantime parties shall be furnished with copy hereof.

On the petition presented by Pieter La Febre to the Court concerning the dispute between him and A. Vander Donck respecting Servants, is apostilled : Burgomasters and Schepens of this City New Amsterdam order petitioner to show by contract or proof, that he has part or portion of the hire of the servants, when further disposition shall be made of the case.

On the petition presented by Adriaen Van der Donck concerning the attachment made by La Febre on the implements belonging to the servants in suit is apostilled : The attachment is declared valid. Meanwhile requirant is permitted under sufficient security to take the folk's chests and tools, and it is at the same time ordered, that copy hereof shall be placed in the hands of P. La Febre to answer thereto at the next Court day.

Ambros Lonnen having petitioned Burgomasters and Schepens for a pass to go to Virginia, Burgomasters and Schepens declare that they have nothing to say to the petitioner ; he must therefore apply to the Hon<sup>ble</sup> Director General.

Caspar Varleth appeals to the Supreme Council of New Netherland from the judgment pronounced by the Court here, dated the first of December, touching the debt of Pieter Cornelisen from Monnekedam deceased, fl. 155 : 16 : 8, for so much as the same has been ordered first to be received, when the estate is settled, and also from the refusal of costs damages and interest already incurred and sustained. Dated 4 December, 1653. (Signed) Caspar Varleth.

City Hall, Friday afternoon, December 5, 1653.

Present—Arent Van Hattem, Marten Krigier, P. L. Vandie Grift, Wilh Beeckman and Pieter Wolfersen.

The Apostil of the Director General and Council on the petition presented by Burgomasters and Schepens on the 29<sup>th</sup> of November last to assemble on the appointed day and the full debates besides on what transpired at the Assembly of the English Delegates on the 26<sup>th</sup> and 27<sup>th</sup> of November being read, It is after mature deliberation,

Resolved unanimously, that Burgomasters and Schepens shall go in a body to the Director General, and with all respect verbally request his

Honor, that the aforesaid Assembly may be held on the day appointed, the 10<sup>th</sup> December, and that some Delegates from the Dutch Towns may be invited in order that something may be done for the welfare of the Country. Dated as above, New Amsterdam.

City Hall, Monday, December 8.

Present—Arent Van Hattem, Marten Krigier, P. L. Vandie Grift, Wilhem Beeckman and Pieter Wolfersen.

Jacob Kip, pltf. v/s Judith Verleth, deft. Deft. in default. Casper Verlet being at hand and called in the above case, says he knows nothing about it, and does not wish to trouble himself with it.


Jan Van Leyden, pltf. v/s Egbert Van Borsum, deft. Defts 1 default.

Cornelis d'Potter, pltf. v/s Egbert Van Borsum, deft. Both in default.

Egbert Van Borsum, pltf. v/s Thomas Hall, deft. Both in default.

Lourens Duyts, pltf. v/s Claes Jansen Ruyter, deft. Harmen Douwesen appears as partner of deft. Pltf. demands payment for hay delivered at 2 different times at fl. 60 each time making together fl. 120; of which hay he delivered in cocks 20 loads to deft. at the Vly. Deft. acknowledges to have purchased hay of the pltf., but by the load @ fl. 6 per load, and says only 9½ loads were received; therefore he contends, he is not obliged to pay for more. Burgomasters and Schepens refer parties to Thomas Hall and Egbert Woutersen, who shall assume with them Jan Van Leyden, to enquire into the matter, and do authorize the same as arbitrators finally to adjust the matter between the parties.

Charles Morgen, pltf. v/s Jacob Vis, deft. Pltf. is absent, but enters his request and demand in writing, his wife being present. Pltf. demands payment, according to promise of deft. in the presence of Captain Jan Jacobsen, of fl. 30 in good current wampum or pieces of eight, and being now on his departure, deft. will pay in beaver shreds, which no one is willing to receive as merchantable; he therefore demands good merchantable pay. Deft. acknowledges to have promised to pay pltf. in presence of Cap<sup>t</sup> Jacob, but says that he is unable to make payment in anything else, maintaining that he must be satisfied therewith. Parties having been heard, the Court condemn deft. to pay pltf. in eight days from date in good current payment, or in goods to pltf's satisfaction.



Jacob Vis, pltf. v/s Charles Morgen, deft. To show cause for an attachment, which is removed.

Elsie Hendricx, pltf. v/s Jacob Backer, deft. Disagreement about the pay for, and purchase of a  $\frac{1}{2}$  barrel of soap. Pltf. and deft. persist in their former declaration and answer dated the first of December ; therefore pltf. requests, that her witnesses may be heard. Harmen the Cooper being heard at pltf's instance in deft's presence, declares that he was lately in the cellar of Jacob Backer's house and there saw pltf's little daughter present to said Backer two beavers, but he does not know whether J. Backer kept the beavers or not, as he went away. Parties and the afore-said witness having been heard, Burgomasters and Schepens are of opinion, as deft. does not deny, that the beavers have been presented to him by pltf's daughter and as he refuses to declare, that he did not accept or receive them, that therefore he shall prove at the next Court day either that he let the beavers be taken back or that he has returned them, or failing therein, said Jacob Backer is condemned to deliver the soap as sold and paid for.

Willem Pietersen, pltf. v/s Lambert Huybertsen Mol, deft., demands payment of five beavers for board consumed by deft's son Reyner Lambert according to obligation or note of hand drawn on the first of May, 1651, and as Reyner Lambertsen has deceased and deft. as father and heir of his property refuses to pay, requests, that he be condemned by the Court to satisfy the demand. Deft. answers, that he does not know whether his son is dead or whether he has not made payment to Aryaen Van Tienhoven according to obligation. Burgomasters and Schepens having heard parties, order pltf. to prove, that it is Reyner Lambertsen's own signature, and that the payment has not been made to Aryaen Van Tienhoven, when deft. is condemned to satisfy pltf., etc.

Madaleen Jansen, pltf. v/s Matewis de Vos, deft., demands payment of fl. 21 : 15 for wages earned in stringing wampum for Andries Kristman deceased, for whose estate deft. is Curator, together with payment of expenses in coming over, summoning &c. Deft. requires pltf. to prove, that she strung the wampum for the deceased Kristman himself ; contends that it might indeed have been strung for other estates in his name, and therefore he is not indebted on account of the aforesaid estate. Burgomasters and Schepens having heard the declaration and

answer of parties, do condemn deft. as Curator of the estate of deceased to pay within 14 days from date pltf's demand of fl. 21 : 15 for earned wages, denying her further demand of damage & costs.

Adriaen Keyser pltf., v/s Claes Croon, deft. Deft. in default.

Pltf. prosecutes an attachment for the sum of fl. 36 served on Joh Van Beeck, which attachment is provisionally declared valid.

Fredrick Hendricksen, pltf. v/s Poulus Leendersen Vandie Grift, deft. Pltf. declares, that deft. had hired him to sail in his sloop for one year certain at fl. 16 per month, payable in beavers or tobacco, and now the winter approaching, deft. dismisses him from his service ; demands therefore payment of the full year's wages with offer of service. Deft. denies, that he hired pltf. for one year certain and that he promised him beavers or tobacco, but wampum with which the skipper was paid ; offers to pay him 7½ months' wages which he earned. Parties having been heard, pltf. is ordered at the next Court day to prove, that he had been hired for one year or else to remain satisfied with the wages, he has already earned.

Sybrant Jansen Galma, pltf. v/s Claes Croon, deft. Deft in default.

Adriaen Keyser, pltf. v/s Augustyn Heermans, deft., demands payment of fl. 295 : 18 according to account and requests deposit of the money in Court. Deft. says, that he has an offset account, and demands first a balancing of accounts. Burgomasters and Schepens refer parties to two arbitrators, to wit, Govert Loockermans and Jan Lourensen Appel to balance accounts of the parties and if practicable to bring them to an agreement, or otherwise to report their opinion to the Board at the next Court day.

Cornelis Van Tienhoven appeared in Court, and declares that Claes Bordingh was examined before the Director and Council on a charge of smuggling gunpowder and lead, and that they had provisionally confined him in the Council Chamber ; requests Burgomasters and Schepens to examine into the matter, and then retired.

Augustyn Heermans, pltf. v/s Adriaen Keyser, deft., demands verbally and in writing payment of about 2200 gl. for goods, brought in the ship Tabasco, partly for himself and also as agent of Capt. W : Albertsen Blaeuveld ; requests in like manner deposit of the money in Court. Adriaen Keyser says, that he has deposited the money collected

for goods sold. The Court order deft. Adriaen Keyser to prove by the next Court day, that he has deposited the money and with whom, at which time further disposition shall be made of the matter.

Cornelis de Potter, pltf. v/s Egbert Van Borsum, deft. Pltf. demands payment of a balance of fl. 602 : 3 on account of G. de Wys. Deft. acknowledges the debt, but says, that pltf. has accepted an assignment of fl. 340 by Willem Beeckman upon Bedloo. Pltf. accepting the assignment made to him, says, that there is coming to him a balance of fl. 262 : 3 ; requests that deft. be condemned to pay him immediately. Parties having been heard by the Court, deft. is condemned to pay within 14 days the balance fl. 262 : 3, without any exception or gainsay under the pain of execution.

Thomas Hall having been summoned by Egbert Van Borsum in the aforesaid case (of Corff d Potter) assumed the aforesaid judgment, as he was indebted to that amount to Egbert Van Borsum, and according to the judgment is bound to pay.

Jan Van Leyden, pltf. v/s Egbert Van Borsum, deft., demands payment for 2 days' labor at fl. 2½ per day together with 2 gl. 12 stiv. remuneration for loss of time to-day at Court and for summons. Deft. denies that he set pltf. at work, but he must look to Lourens Duyts for his time or labor, with whom he had agreed to deliver the hay. Lourens Duyts, being examined, denies, that he was bound to deliver hay and states, that Jan Van Leyden was sought for and set at work by Egbert Van Borsum. Parties having been heard, deft. is condemned to pay to pltf. 5 gl. for the two days' labor. Pltf's claim for time & costs is denied.

On the petition presented by Daniel Litschoe for the removal of the Guard-house from the lot, so that he may receive his pay for the lot from Gillis Pietersen, is apostilled : The removal of the Guard-house is already contracted for and will be done as soon as possible.

The petition presented this day by Pieter La Febre to the Court of Burgomasters and Schepens and the copy of the Act of Compromise made by Adriaen Vander Donck and P. La Febre having been perused, Burgomasters and Schepens therefore order, that the appointed arbitrators do in the presence of two of the Court, viz, Burgomaster Van Hattem and Schepen Willem Beeckman, at the earliest opportunity, examine the question between the parties in order to settle finally their difference.

Jan Lourensen Appel presented a certain petition concerning the suit against De Vos, together with the deed, assignment and other writings to establish his demand : it was thereon apostilled : This shall be communicated to the party and in addition an authentic copy of the required documents this day presented in Court, shall be furnished to Matheus de Vos.

On the petition of Joh<sup>e</sup> Withart, this day presented, wherein he prays that since F. Fyn does not answer his written rejoinder and the reply is according to law debarred, prompt right and justice may be administered on his documents, it is apostilled : No copy of the rejoinder delivered by petitioner on the 6<sup>th</sup> October has yet been furnished to his adversary Francoys Fyn for his use, who is therefore excusable. It is consequently ordered, that a copy hereof and of the aforesaid rejoinder be granted to party to answer thereto at the next Court day.

Copy.

Kind Friends :—Whereas at the Court of Burgomasters and Schepens of this City of New Amsterdam, it has been resolved, with the knowledge of the Director General, to summon two Delegates from each of the adjacent towns, to wit, Amesfoort, Breuckelen and Midtwout, in order to decide by a general vote on a letter to the Lords Mayors on the condition of the country, therefore we hereby request the friends of the Town of N. forthwith to appoint two Delegates, and to send them with full powers from their constituents to-morrow, being the 9<sup>th</sup> December, to appear here at the City Hall. Relying whereon, we remain

Your affectionate friends

The Burgomasters and Schepens of the City of New Amsterdam.  
New Amsterdam, this 8<sup>th</sup> December, 1653.

The superscription was :

To the Worthy and Particularly Dear, the Inhabitants of the Town,  
viz : To Breuckelen, Amesfoort and Midtwout, each separate.

City Hall, Monday, December 22, 1653.

Present—Arent Van Hattem, Marten Krigier, Poulus Leendersen,  
Vandie Grift and Willem Beeckman.

Sybrant Jansen, pltf. v/s Nicolaes Croon, deft. Both in default.

Poulus Verbeeck, pltf. v/s Jochem Beeckman, deft. Both in default.



Joost Carelse, pltf. v/s Michiel Paulisen, deft. Both in default.

Marretie, maid of Govert Loockermans, pltf. v/s Pieter La Febre, deft. Both in default.

Matewis de Vos, pltf. v/s Jacob de Waert, deft. Both in default.

Hendrick Van Dyck, pltf. v/s Warnae Wessels, deft. Both in default.

Jacob Kip, pltf. v/s Judith Verleth, deft. Deft. in default. Pltf. claims costs of suit and for long detention, which will be taken into consideration.

C. Van Tienhoven present.

Elsie Hendricx, pltf. v/s Jacob Backer, deft. Deft. in default. Pltf. demands, as deft. fails to prove, according to order of 8<sup>th</sup> December last, that the 2 beavers, which he received for the soap, were returned, that the rendered judgment may be put in execution. The Court having heard the pltf's request, which consists with law and equity, do order and authorize the Officer to levy execution either on soap or anything else to the satisfaction of the pltf. with costs of suit.

Cornelis Steenwyck, pltf. v/s Pieter Cornelisen Vander Veen, deft. Deft. in default. Pltf. says that Flip Pietersen has left one hundred beavers with deft., according to the Act thereof dated 29<sup>th</sup> November, 1653, which he having attached, requests that the attachment may be declared valid. The Court declares the attachment of said beavers valid on account of contumacy.

Thomas Stevenson, pltf. v/s Cornelis de Potter, deft., demands verbally and in writing, that deft. be condemned, according to award of the Hon<sup>ble</sup> Commissioners to deliver the hay and grain coming to him at Mespath, and claims payment of damages for neglecting to do so. Deft. says, that he is in negotiation with Mr. Harck to deliver the hay, which is at Mespath for their mutual accommodation, and promised to deliver him the grain immediately, but requests, that pltf. be present at the delivery of the grain in order to prevent further dispute. Parties having been heard, deft. is condemned to deliver the hay, according to contract, and pltf. is ordered to be present at the receipt of both, but especially of the grain ; denying his claim for damages and costs.

Thomas Schondtwart, pltf. v/s Antony Jansen, deft., says that deft., whose daughter he has married, refuses to give him, what he had promised, and is therefore, according to the written demand, due him.

Burgomasters and Schepens having heard the demand and answer concerning the father's promise, refer the same to David Provoost and Hendrick Kip to examine into the dispute, its origin and progress, and the same by all practicable means to settle and finally decide, and the said arbitrators are impowered, if necessary, to associate a third person with them, to whose award parties shall be obliged to submit without power to institute any further suit.

Samuel Touw, pltf. v/s William Harck, deft. Pltf. complains that deft. had defamed him *first* in testifying that he, pltf., had upheld the pirates Bacxter and his associates, when he took away Jan d' Caper's sloop, according to his rendered declaration ; *secondly* when he, William Harck, was robbed by Bacxter, he Harck said, that he, pltf., was the cause thereof : demands legal proof of the same, or in default, reparation of character and punishment according to desert. Deft. persists in his rendered declaration ; offers to prove the same. The Court orders deft. to prove his declaration within 3 weeks.

Borger Jorisen, pltf. v/s Jan Cornelisen, the Zealander, deft. About payment for a building, which deft. erected on the land he had hired of pltf. also concerning some cows, let on halves. Burgomasters and Schepens refer the dispute of the parties to two arbitrators, viz, Pieter Noorman and Jochem Calder to inspect the premises and examine the matter and finally decide the question according to their ability.

Jacobis Vis, pltf. v/s Jacob Haey, deft. In the matter of arrest for payment for 1128 lbs. of tobacco for goods delivered in the year 1650, and 79 lbs. of tobacco. Burgomasters and Schepens having seen and examined the written demand and answer of parties, decide that as deft., being a permanent resident and burgher, is not liable to arrest ; he is therefore discharged from arrest, provided he appoints an attorney, to defend the case against pltf. either in Court or elsewhere.

Adriaen Keyser, pltf. v/s Jacob Van Couwenhoven, deft. Both in default.

Egbert Gerritsen, Skipper of Jacob Van Couwenhoven's sloop, summoned by Fredrick Hendricksen, appears in Court and declares that he was present when Poulus Leendersen Vandie Grift hired the aforesaid Fredrick Hendricksen for a year at 16 gl. per month without any stipulation about pay.

Coenraet Ten Eyck appearing in Court requests, that Francoys Doutey may be ordered to deliver here at the Manhatans the hogshead of tobacco, that is yet coming to him (about which there was heretofore a dispute between him and Allard Antony). Burgomasters and Schepens have therefore found the petitioner's request equitable and order, as they do by these presents, the said Mr. Doudey to deliver the aforesaid tobacco here at Manhatans to the aforesaid Coenraet Ten Eyck, without prejudice to his suit, according to his request.

Jan the Swede appearing in Court, requests as he has been arrested here by Michiel Paulisen, that he may be released on bail, whereupon Wilhelm Beeckman declares, that he becomes bail for Jan the Swede, that he will appear again on the next Court day to defend the action against Michiel Paulisen ; petitioner is therefore released from arrest.

Resolved, that the goods in Jan the Smith's house, belonging to other people, be delivered to-morrow in the presence of two of the Court, which shall be made known to every one by the public crier.

This day Burgomasters and Schepens signed a note in Court for fl. 835, in favor of Cornelis Steenwyck, payable one year after date, for materials delivered to the City.

In the afternoon, the aforesaid Burgomasters and Schepens met at the City Hall, and apostilled on the petition of Jan Lourensen Appel v/s Matheus d Vos : Petitioner's adversary, Matheus d Vos is on this petition presented this day to the Court ; ordered to deliver his rejoinder in writing at the next Court.

On the petition presented by Matheus de Vos deft. v/s Jan Appel, is apostilled : Whereas copy of the papers requested by petition has been delivered to petitioner, he is ordered to present his rejoinder at the next session of Burgomasters and Schepens.

Whereas Pieter Kock as pltf. v/s Anna Van Vorst, deft. in the matter of marriage, on this date the 22 December, 1653, at the Court of Burgomasters and Schepens, did furnish and deliver the papers in the suit, with the request for a speedy action thereon, therefore deft., Anna Van Vorst, is ordered by the Burgomasters and Schepens to furnish the Court with her papers in the case by the next Court day, so as to enable them to render judgment.

City Hall, Wednesday, December 24, 1653.

The Burgomasters and Schepens of this City New Amsterdam met and resolved, to send a memorial on the part of their Board to the Hon<sup>ble</sup> Directors of the West India Company Chamber at Amsterdam, as follows :

Noble, Right Honorable, Most Wise Prudent Lords :

The interest we feel in the welfare of this Country, the prosperity of the entire body of the Burghers, over which we are placed, and the improvement of this City, induce us to take pen in hand at present in order to lay before you, Right Honorable, some points which, we trust, being well examined, will hit the mark we aim at, which is no other than the public good ; and in this confidence, we take the liberty of saying :

That on the 2<sup>nd</sup> of February of this year 1653, the Hon<sup>ble</sup> Director General Stuyvesant did select us as Burgomasters and Schepens of this City of New Amsterdam, and then did give us an Instruction altogether too contracted, too curtailed and too limited, according to the tenor of which we are unable to govern the body of our Burghers properly and with such order as we indeed desire.

Therefore we humbly request you, Right Honorable, to bestow on us an Instruction not so extremely limited, but as far as possible in accordance with the form of government of the renowned City of Amsterdam—she who gave the name to this our New Amsterdam—being determined, nevertheless, should we, or any of us, be continued in office next year, to discharge the duties thereof with fidelity to our honor and oath, until we shall have received from you, Right Honorable, an answer to this of ours.

Secondly, we request that we may be allowed and granted the choice of a person to fill the office of Schout of this City, or at least that we may have the nomination of a double number, from which the Hon<sup>ble</sup> Director General and his Hon<sup>ble</sup> Council may choose one. For as we have been hitherto without a Schout, we are of opinion (with due respect) that we have not a complete Bench of Justice. It is indeed true, that Fiscal Tienhoven is still filling that place, but with so little satisfaction to the body of the Burghers and with indifferent respect for us, that we cannot comprehend, how said Tienhoven can consistently serve in the office of Schout together with that of Fiscal ; for in his capacity as Fiscal he acts without our knowledge against the Burghers, puts them into prison and

again discharges them. And as regards the judgments rendered by us, they are executed by him to the serious disparagement of our authority and inconvenience of the Burghers of this City, who in consequence have requested of us a change herein, as appears by copy of the accompanying petition. It is also our desire that a separation of jurisdiction may be made between the Fiscal of the Hon<sup>ble</sup> West India Company and the Schout, who will be appointed, and that it be stated how each shall exercise his jurisdiction whether civil or criminal.

Thirdly, whereas after several previous discussions had between the Hon<sup>ble</sup> Director General and ourselves concerning the excise of the wines and beer consumed in this City, the said Director has granted us the aforesaid excise, yet with the limitation and reserve, that the ecclesiastical and civil officers of this place shall be supported therefrom. But since the revenue from said excise is small and amounts to no more than the third of the salaries and wages due said officers for their services and as the maintenance of the City works and other wants of the City amount to as much, as can be collected from the revenue from the excise, we humbly request, that the aforesaid excise may be granted to us without any limitation ; also that we may be authorized to levy some new imposts and other small fees such as a small seal, etc, as we shall judge necessary for the interest of the City and least burdensome to the Commonalty ; furthermore, that we may have the farming of the Ferry from this place to Breuckelen, in order to realize therefrom in the first place such moneys as have been borrowed for the protection and defence of the City partly from Merchants on notes signed by the Hon<sup>ble</sup> Director and us and all matured in the past month of November and expended in the construction of works and fortifications ; the aforesaid borrowed moneys and cost of the works amounting to about the sum of nine thousand guilders, for payment of which there is no provision yet in the treasury. Likewise that we may be authorized to verify the execution of deeds and conveyances of houses and lots within this City, the fee simple of which is sold, as well as of mortgages according to the custom of the city of Amsterdam and consequently that it may please your Honors to procure for us at our expense a City seal different from the seal of the province. And as at this critical conjuncture of time, there is constant dread of invasion by the hostile English, and it is therefore highly necessary to establish a good

system of defence, we request your Honors to send us a goodly quantity of munitions of war, among them some muskets of  $3\frac{1}{2}$  feet barrel, to be distributed in times of need among the citizens needing them. The measure of the barrel is fixed at  $3\frac{1}{2}$  feet for the reason that there is no danger of their being sold to the Indians, as these do not require guns of that length.

Finally, since we in our quality have no place of our own here, but are under the necessity of holding our sessions in a house belonging to the Hon<sup>ble</sup> West India Company, we therefore respectfully request, that it may please Your Honors to give us the ownership thereof either as a free gift, in which case we are prepared to assume and pay such sums as remain yet unpaid of the wages earned in building the aforesaid house or else on a reasonable valuation, which shall be paid at a more convenient time.

This is what we have thought advisable to propose to Your Honors at this time, humbly requesting a favorable notice may be taken thereof, in which case, we doubt not (with due respect) but this our reasonable request will be granted, referring all nevertheless to Your Honors' discretion, trusting moreover, that in your wonted wisdom, you will adopt efficient measures for the protection of this country, which at this critical time are altogether and in the highest degree necessary, for without that and a well regulated civil government, it is impossible for this country ever to grow to a permanent and prosperous state, but it will rather on the contrary daily decay, and at last fall to the ground, which may the Almighty (in his wise providence) avert, whom we pray to take into his holy protection Your Honors' persons individually and collectively, and to assist thereat with his Spirit for the prosperity not only of this country, but also of other provinces under the government of the Hon<sup>ble</sup> West India Company.

We remain, Right Honorable, Most Wise and Prudent Lords, Your Honors' most humble, most obedient and most patriotic servants,

(Signed) Arent van Hattem 1654, Marten Krigier, P. L. vandie Grift, Wilh : Beeckman, Pieter Wolfersen.

Done, New Amsterdam in New Netherland.

David Provoost appeared in Court, and reported in the case of Antony Jansen and Thomas Sudder, wherein he together with Hendrick

Kip was appointed by Burgomasters & Schepens arbitrator, that they had not been able to settle the dispute, or to reconcile the parties.

Order on the petition presented by Dirck Van Schelluyne, Notary Public, to Burgomasters and Schepens of this City New Amsterdam on 22<sup>d</sup> December, 1653: Burgomasters and Schepens give for answer, that the petitioner may proceed in his case according to his order, and if he be subjected to any molestation therein, he shall address himself to the Burgomasters and Schepens, who will in such case protect him the same as any other burgher.

Done at New Amsterdam this 24<sup>th</sup> December, 1653.

City Hall, Monday, January 12, 1654.

Jacob Kip, pltf. v/s Judith Varleth, deft. Defts 3<sup>d</sup> default. Pltf. persists in his previous demand of fl. 22 accepted for Cornelis Clasen Swits, with payment of costs incurred in the long delay of the suit &c. and as deft. has not according to order of the 29<sup>th</sup> of September, 1653, appeared, to prove or verify by oath her declaration, notwithstanding three different citations, therefore Burgomasters and Schepens of this City do condemn deft., in consequence of her contumacy, to pay the sum demanded by pltf. with costs of suit taxed at eight guilders, and that within four weeks from date.

Adriaen Keyser, pltf. v/s Caspar Varleth, deft. Deft. in default.

Adriaen Keyser, pltf. v/s Jacob Leendersen, deft., demands payment of 30 gl. 12 st. for goods delivered. Deft. acknowledges receipt of the goods, but says pltf. has charged to him on the Company's books certain goods, which he never received, demanding proper satisfaction therefor. Parties having been heard, deft. is condemned to pay pltf. the aforesaid acknowledged debt, provided pltf. render account and satisfy deft. in regard to what deft. claims to have been overcharged in his account.

Adriaen Keyser, pltf. v/s Harmen the Cooper, deft., demands payment of fl. 49 : 12 balance of account due him A° 1652. Deft. admits, that there was something due at that time, but as his wife has gone to Fatherland, and he does not know if she has paid pltf. he requests delay until his wife's return. Parties having been heard, deft. is condemned to pay pltf., what he will prove to be justly due him.

Harmen the Cooper, pltf. v/s Hans Jansen, deft. Deft. in default.

Jacobus Vis, pltf. v/s Cristina Capoen, Wife of Jacob Haey, deft. Pltf. demands payment of 1128 lbs. of tobacco, according to note, and 79 lbs. ditto loaned her according to Act. Deft. says she is not obliged to pay here, but in Virginia and the time is such, that she has not been able to go thither to make the payment there ; it is therefore no fault of hers that it has not been made. Parties are referred to Joh : Pietersen Verbrugge and Cornelis Steenwyck as arbitrators, to settle the dispute of parties, if practicable or otherwise to present their opinion in writing to the Court. Deft's claim concerning the arrest, and hindrance by the pltf., is postponed until the return of deft's husband.

Hendrick Hendricksen, tailor, pltf. v/s Claes Croon, deft., complains, that deft. sometime back took with him six panes of glass out of his house to make them somewhat smaller so as to fit, which up to the present date, he has not returned, whereby he suffers great inconvenience at this wintry season ; requests that deft. be constrained to return them and set them in. Parties having been heard, deft. is condemned to set the glass within three days from date, and in case he have any claim, he may institute his action.

Marten Krigier, pltf. v/s Dirck Nes, Agent of Dirck Clasen Boot, deft., declares he has received an assignment from Adriaen Keyser on Dirck Clasen Boot for fl. 144 ; requests that deft. as agent be condemned to pay. Deft. admits that he is agent of Dirck Claesen Boot and that Dirck Clasen Boot has purchased some pepper, which has not yet been fully paid for ; but as he has no account of the payments of Dirck Clasen Boot, he requests that proper account be first rendered. Burgomasters and Schepens having heard the parties, order deft. provisionally to deposit the said fl. 144 with the Secretary ; in the meantime, Adriaen Keyser is ordered to render deft. Dirck Nes an account of Dirck Clasen Boot's share, when further disposition shall be made of the matter.

Abraham d la Nooy, pltf. v/s Adriaen Keyser, deft. Defts 1 default.

Thomas Schoutdart, pltf. v/s Antony Jansen, deft., persists in his previous written demand and request, made by petition, for prompt despatch. Deft. requests copy of pltf's claim and demand, that he may answer it in writing. The Court allows deft. to take copy of the demand and of all the papers given in by pltf. to answer thereto in writing at the next Court day, and then to deliver to the Court what further claims he may have.

John Haddewey, pltf. v/s Jan Carnesen, deft. Both in default.

Govert Loockermans, pltf. v/s Richard Bridnel, deft.

David Provoost appears as Attorney for deft. in a case of attachment of a sum of fl. 90 : 15 in the hands of William Harck. Deft. exhibits a certain petition after examination of which, the Court declares the attachment valid, and deft. is ordered to appear personally at the next Court day to give the Court further information of the matter, when something else shall be done therein.

William Harck, pltf. v/s Jan Cool, deft. To testify to the truth. Jan Cool declared in presence of Samuel Louw that Bacxter with 7 other men had been at the house of S. Louw on Friday night, when Jan d' Kaper's sloop was taken away on Sunday morning. David Provoost confirms the same declaration, which he had heard from the mouth of Samuel Louw. Henry Nuton denies the declaration made by William Harck. Parties having been heard, William Harck requests 3 or 4 weeks. time for the purpose of producing witnesses to prove the other point. The Court grants parties four weeks' time then to produce further testimony on either side.

Cornelis Steenwyck, pltf. v/s Pieter Cornelisen van der Veen, deft. Defts 2<sup>d</sup> default.

Teunis Kraey, pltf. v/s Andries Kuyper, deft. Deft. in default. Pltf's wife appearing, demands payment on account of which deft. has been previously summoned and that the execution may be granted ; therefore the Officer is ordered and authorized to proceed to execution.

Lourens Cornelisen vander Wel appearing in Court requests, that he may be allowed to sell beer and wines by the small-measure as well as others, which request is granted, provided he pay the customary duty, and subject himself to such Ordinances as may already have been or may hereafter be enacted.

Whereas Matheus de Vos has on this day, the 12<sup>th</sup> of January 1654, delivered into Court his written rejoinder as deft. ads. Jan Lourensen Appel, therefore Burgomasters and Schepens do hereby order parties to be notified by the Court Messenger to furnish and deliver into Court all the papers in the suit, when according to the pltf's previous request, decision shall be rendered at some special Court as party shall suggest. Done as above.

Whereas Fredrick Hendricksen as pltf. v/s Poulus Leendersen van die Grift in the matter of a full year's wages, has not produced sufficient evidence and has heretofore himself endeavored not to sail with the sloop, therefore the same being taken into further consideration, it is decided, that he must be satisfied with the wages, which he has already earned.

Lourens Cornelisen vander Wel requests by petition the office of gunner of the artillery mounted on this City's works with a suitable salary, whereupon it is ordered : At a more convenient time, attention shall be paid to the prayer of petitioner.

David Provoost delivered on this day into the Court the papers in the suit of Anna Van Vorst, deft. ads Pieter Kock.

Whereas we the Burgomasters and Schepens of the City have appointed our Secretary Jacob Kip Receiver and Bookkeeper of the Revenues of this City, and in the present time there is no other revenue than beer and wine excise, therefore for the said service we have (according to the order thereto enacted) provisionally granted him a salary of two hundred guilders annually, commencing 25 November, 1653, on condition, that he shall reduce to form the account of expenses incurred by this City, for which hereafter there shall be granted him a reasonable compensation for his extra trouble. Thus done at the meeting aforesaid at New Amsterdam in New Netherland this 12th of January, 1654.

(Signed) Arent van Hattem, Martin Krigier, P. L. vandie Grift, Wilh : Beeckman, Pieter Wolfersen.

City Hall, Monday, January 19, 1654.

Abraham La Nooy, pltf., v/s Adriaen Keyser, deft. Defts 2<sup>d</sup> default. Pltf. exhibits a note executed March 20, 1652, for the payment in July 1652, of the sum of 22 beavers, whereon there was a payment on February 6<sup>th</sup>, 1653, of 16 beavers, so that there remains a balance of 6 beavers ; demands deposit thereof, but in case of longer delay, asks costs, damage and interest. The Court having heard pltf's demand, consider it to be just ; therefore condemn deft. to deposit provisionally the aforesaid balance of 6 beavers at the Secretary's office.

Cornelis Steenwyck, pltf. v/s Jacob van Curlaer, deft. Both in default.

Isaac d' Forest and Jacob Hendricksen Veervanger as Curators of the estate of Hans Lodewyksen, pltf's v/s Dirck Nes deft.

Whereas deft. has been made Attorney of the Widow of Hans Loodewycksen deceased, to settle and regulate all her business here in New Netherland, therefore pltf's request to be released from their administration, offering to render unto said attorney proper account and balance of their administration. Deft. exhibits to the Court certain power of attorney executed by the widow of Hans Loodewyckse deceased assisted by her guardian before a Notary and witnesses at Amsterdam dated the first of May, 1653, but requests that the aforesaid pltf's appointed Curators, by the Director General and Council shall remain in their administration until his departure for Fatherland. Burgomasters and Schepens of this City, having examined the aforesaid power of attorney and pltf's request, decide that Dirck Nes, as Attorney, is obliged to assume the administration of the estate ; therefore pltf's. are ordered in the presence of two of this Court, viz, Martin Krigier and Poulus Leendersen van die Grift to render proper account and reliqua of the estate to deft.

Poulus vander Beeck, pltf. v/s Nicolaes Croon, deft. Both in default.

Teunis Kraey orally requests, as he is an old burgher, that he may have the office of City Crier, and that he may receive a commission, as he has long filled the office. It is answered : The petitioner may proceed by petition after the election and then his prayer will be attended to.

Jan Lourensen Appel, pltf. v/s Matheus d Vos appeared in Court and gave in his papers relating to said suit, requesting prompt despatch. Jan Appel is therefore asked, if he has anything to produce in addition to what he has already delivered in. To which he answered : No, renouncing any further production.

Matheus Vos, deft. ads Jan Lourensen Appel appeared in Court and delivered in his documents relating to the suit ; he is therefore asked, if he had anything more to produce in his defence, than what he had already delivered in. To which he answered : No, renouncing any further production.

Whereas the parties Jan Lourensen Appel, pltf. and Matewis d' Vos, deft., have handed in the papers relating to their process on either side, and renounced any further production, Burgomasters and Schepens resolve to hold an Extraordinary Court thereon to-morrow for the purpose of rendering judgment after examination of the documents.

Johannes Withart appearing in Court, requests prompt action in the suit betwixt him and F. Fyn. Ordered that he proceed by petition.

Thomas Southart requests that his case may be expedited. Ordered that he shall first summon his adversary.

Claes van Elslant, junior, requests a salary as Court Messenger, and that he may be provided in that quality with a Commission, and receive a liberal allowance for his services rendered for about a year. Whereon is apostilled: Attention will be had to the prayer of the petitioner at a more convenient time.

Symon Joosten prays permission to tap over at the Ferry, and to agree with Burgomasters and Schepens concerning the excise; which agreement is postponed until to-morrow.

WHEREAS Symon Joosten has by petition to the Burgomasters and Schepens of this City of New Amsterdam prayed permission to keep a Tavern over at the Ferry (in place of Cornelis Dircksen Hoochlant) for the convenience of Travelers and there to retail beer and wines with the further request, to make an agreement with Burgomasters and Schepens respecting the yearly excise; which request having been taken into further consideration, they cannot for reasons refuse the prayer of the petitioner, therefore they have granted the same and further agreed and stipulated, that he, Symon Joosten, for the excise of beer and wines (of which he may lay in as much as his occasion requires on taking up according to the general order the proper permit from our Receiver) shall pay for the first year the sum of one hundred guilders net, and pay every quarter of a year at our counting house aforesaid twenty five guilders, which term shall commence on the date hereof and end 20 January 1655, being one year after date, provided that if all the wines and beer he has laid in shall not have then been retailed, he shall be held to pay proper excise for that separately according to custom.

Therefore Burgomasters and Schepens and Symon Joosten mutually promise to observe and fulfill this agreement without doing or permitting to be done any thing contrary thereto. In witness whereof, these presents are subscribed by Burgomasters and Schepens with the Petitioner at the City Hall in New Netherland this 20th of January, 1654.

(Signed) Symon Joosten, Arent van Hattem 1654, Martin Krigier, P. L. vandie Grift, Wilh Beeckman, Pieter Wolfersen.

In my presence, Jacob Kip, Secretary.

WHEREAS before us, Burgomasters and Schepens of this City of New Amsterdam, a certain suit has been instituted by Jan Lourensen Appel, pltf., as Attorney and Agent of Hendrick Vander Voort, Merchant at Amsterdam in Holland, as well for himself and as having the action and assignment of his brother Arent Vander Voort, who has obtained the right by assignment from Jaques Wastelier, Associate Merchant at Amsterdam contra Matheus de Vos, deft., calling on him to render pltf., in his aforesaid capacity, account, proof and reliqua of certain cargoes to the amount of fl. 1706 : 19 sent by said Jaques Wastelier in the year 1652 to deft. in a great part along with other general goods from Fatherland to New Netherland, and payment of the proceeds pro rata of the aforesaid capital. Wherein proceedings have been so far had, that parties on either side have delivered into the Court their papers serving to the verification of their respective declarations with renunciation of further production,

Therefore Burgomasters and Schepens of this City aforesaid, having examined all the papers delivered in on either side, and, after mature deliberation, considered all that related materially to the case, have condemned deft. Matheus de Vos, as they do hereby condemn him, to render unto the pltf., in his quality afores<sup>d</sup>, correct account, proof and reliqua of the aforesaid cargoes so far as said Jacob Wastelier is interested in the capital together with the proceeds thereof. But pltf. shall, after the rendering of account and satisfaction, allow compensation according to contract for the administration of the aforesaid capital, and accordingly give deft. full act of indemnity, and release him from all future demands, so far as the said capital and proceeds are concerned ; they at the same time condemn deft. to the costs incurred in this suit. Thus done and adjudged at the City Hall, New Amsterdam in New Netherland, this 20<sup>th</sup> of January 1654. Present the Worsh<sup>l</sup> Arent van Hattem, Marten Krigier, Burgomasters, Poulus Leendersen van die Grift, Wilh Beeckman, and Pieter Wolfersen van Couwenhoven, Schepens of this City New Amsterdam.

(Signed) Arent van Hattem 1654, Martin Krigier, P. L. vandie Grift, Wilh: Beeckman, Pieter Wolfersen.

On the 22<sup>d</sup> of January, 1654, before me Jacob Kip Secretary of this City, New Amsterdam, appeared Matheus d'Vos and declared that he appealed to the Supreme Council of New Netherland, from the judgment

rendered by the Burgomasters and Schepens of this City of New Amsterdam on the 20<sup>th</sup> January instant, in the suit between Jan Lourensen Appel as Attorney of Hendrick van Voort, pltf. and him the Appellant deft. considering himself aggrieved in the execution of said judgment. Done as above.

City Hall, Monday, January 26, 1654.

Cornelis van Tienhoven as Receiver of the Company's duties, pltf. v/s Teunis Kraey, deft., demands payment of fl. 1261 : 1 : 1 balance due by deft. to the Hon. West India Company on settlement and note ; requesting that the attachment, which he has levied in this case on deft's house may be declared valid provisionally. Deft. acknowledges his indebtedness to the Hon. Company, but says he has some offset accounts ; requests delay till the next Court day to present his claims. After the hearing of parties, deft's request is granted to institute his action of offset at the next Court day ; meanwhile the attachment is provisionally declared valid.

Uldrick Jansen, pltf. v/s Dirck Volckersen, deft. Both in default.

Harmen d'Kuyper, pltf. v/s Hans Jansen, deft. Defts 2<sup>d</sup> default.

Hendrick Hendricksen, tailor, pltf. v/s Nicolaes Croon, deft. Deft. in default. Pltf. appearing, requests, as deft. has not complied with the order of the 12 of January to deliver the glass in his house, whereby he suffers great misery in this wintry season, that he may therefore be constrained to do so ; which request having been found just, the Officer is hereby charged and authorized to constrain deft to deliver the glass in the house.

David Provoost appeared in Court and requested on the part of Anna Van Vorst, deft. v/s Pieter Kock, as the papers in the suit have been furnished to the Court, that their W. would please to render judgment or verdict. The request having been heard, it is resolved that Commissioners be appointed to examine the papers in the suit, or an Extraordinary Court shall be held thereon.

David Provoost requests also, on the part of Thomas Suddert, that Burgomasters and Schepens will please to make a decision in the case between the said Suddert and Antony Jansen. And whereas D. van Schelluyne, Attorney for Antony Jansen, has not delivered in the answer to the decla-

ration, and the Court does not know, whether he has not appealed to the Supreme Council from the judgment at Gravesend, it is apostilled : Postponed until further information.

Cornelis van Tienhoven in quality as Schout of this City of New Amsterdam, appeared in Court and made *ex officio* complaint of the illegal proceedings of the Court of Gravesend in setting up and affixing the bans of matrimony betwixt Johan Van Beeck and Maria Verleth, both of whom have their domicile in and about this City of New Amsterdam and are not published, in accordance with correct practice of the ecclesiastical and civil order in this City, so that the aforesaid proceedings greatly tend to the infringement on the good policy of our Fatherland and the privilege and jurisdiction of this City, and prepare a way, whereby hereafter some sons and daughters, unwilling to obey their parents and guardians, will, contrary to their wishes, secretly go and get married in such villages or elsewhere ; he requests, that the Court give heed hereunto, and take such action as their W. shall judge proper, to maintain jurisdiction and prevent unlawful marriages. Done this 26<sup>th</sup> of January 1654 in Court at the City Hall in New Amsterdam.

Burgomasters and Schepens of this City refer the foregoing complaint and proposition made by Cornelis van Tienhoven in quality as Schout, to the Hon<sup>ble</sup> Director General and Supreme Council of New Netherland. Done this 26 January, 1654.

(Signed) Arent van Hattem 1654, Martin Krigier, P. L. vandie Grift, Wilh : Beeckman, Pieter Wolfersen.

Adriaen Dircksen Coen requests by petition, that he may be favored with the office of Carrier of Beer and Wine on such orders and wages as in their Worships' discretion, shall be found proper ; on which is apostilled : The petitioner's request shall be attended to at the earliest opportunity.

The petition of Johannes Withart, presented to the Court, that an end may be put to the suit ags't F. Fyn, having been examined, it is resolved that Commissioners be appointed to examine the papers and reconcile the parties.

Cornelis Van Tienhoven presented certain judgment, obtained on the 8<sup>th</sup> of February, 1653, by P. Schrick before their Worships against Teunis Kraey, and delivered to him, the Schout, by Daniel Litschoe as Attorney of the aforesaid Schrick, to put it in execution, praying their W.

to be pleased to give him authority to proceed to execution. Whereupon is entered : The Officer is hereby ordered and authorized to proceed to execution. The same as aforesaid regarding the judgment obtained against George Wolsey, dated 15<sup>th</sup> of September 1653, on which is apostilled : The Officer is hereby ordered and authorized, to put the aforesaid judgment in execution.

Lambert Huybertsen Mol and Kees van Dort, both ship carpenters, appeared in Court, requesting payment for making certain gun carriages, and work on the Hon<sup>ble</sup> Company's scow. Burgomasters and Schepens maintain, that the petitioners be paid by the Company, since the gun carriages are on the Fort. Cornelis van Tienhoven as Fiscal, acknowledges, that their payment is allowed. He is therefore ordered to write out account of their claim.

Burgomasters and Schepens of this City of New Amsterdam resolve to wait in a body on the Hon<sup>ble</sup> General and orally to enquire (since the time of election is at hand) if it be his Honor's pleasure, that the Burgomasters and Schepens nominate a double number ; what number shall go out, and how many shall continue in office, so that the Bench may be made complete. Done, New Amsterdam, this 26<sup>th</sup> of January, 1654.

Burgomasters and Schepens having conferred on the above subject with the Hon<sup>ble</sup> General, resolved to present the following petition :

To the Right Hon<sup>ble</sup> Director General and Supreme Council of New Netherland :

The present Burgomasters and Schepens of this City of New Amsterdam represent in all due reverence and submission :

Whereas the petitioners have now been one year in their aforesaid quality in the service of this City of New Amsterdam according to the Instruction issued by your Honors, and the election is now at hand, they therefore most humbly request your Honors to be pleased to consent, that the present Burgomasters and Schepens aforesaid may nominate a double number in order that your Honors may select and confirm a single number of Burgomasters and Schepens therefrom, so that the Bench may thus be made complete, and that your Honors may be pleased to take into your wise consideration, what the Burgomasters and Schepens shall receive for their services, which being done, the same may hereafter be levied with other moneys on the Commonalty. In the expectation of a

favorable answer, we remain in the meantime your Honors' humble servants.

(Signed) Arent van Hattem 1654, Martin Krigier, P. L. vandie Grift, Wilh : Beeckman.

Dated this 27<sup>th</sup> of January 1654, N. Amsterdam in N. Netherland.

APOSTIL.

New Amsterdam, January 28, A° 1654.

The Director General and Council having taken into serious consideration the petition of Burgomasters and Schepens have for pregnant reasons resolved and determined to excuse and postpone the petition respecting the nomination and to continue the Burgomasters and Schepens at present in office, for the sake of peace and harmony, for the best interests of this City, and only to supply the vacant places of Schepens with two other honest and suitable persons, whereunto for the present time are chosen Jochem Pietersen Kuyter and Oloff Stevensen Kortlant.

As to the second request, the Director General and Council, taking into consideration, exclusive of the trouble and anxieties of the Burgomasters and Schepens their loss of time and personal expenses, which the Burgomasters and Schepens in their quality have to incur, being for the most part persons, who must maintain their houses and families by trade or farming or mechanical labor, grant the request, and decide that the Burgomasters may draw and receive henceforth out of the City revenues according to their request an honorarium of fl. 350 annually, and the Schepens fl. 250. Done in the Assembly of the Director General and Council of New Netherland holden in New Amsterdam, the year and day as above.

(Signed) P. Stuyvesant.

Beneath was : By order of the Hon<sup>ble</sup> Director and Supreme Council.

(Signed) Cornelis Van Ruyven, Secretary.

City Hall, Monday P.M., February 9, 1654.

Present—Burgomasters : Messrs. Arent van Hattem and Marten Krigier. Schepens : Poulus Leendersen vandie Grift, Willem Beeckman, and Pieter Wolfersen, together with the new Schepens Jochem P<sup>r</sup> Kuyter and Olof Stevensen, who, after friendly greeting, took their seats with the other Schepens.

At the instance of the President Arent van Hattem an order was passed, that Jacob Steendam should deliver the cushions, made for the Board to the Court Messenger, who brought 12 cushions into Court.

Whereas Burgomasters and Schepens of this City were summoned on this day the 9<sup>th</sup> of February, 1654, to attend the Assembly of the Director General and Supreme Council of New Netherland, where the Hon<sup>ble</sup> General asked, in what manner the piracy of certain English pirates should be stopped? Which having been taken into consideration by Burgomasters and Schepens convened in Session, it is their opinion under correction, that the best means will be to station a vessel with 20 to 30 men for a certain time at and about Minnewits Island in order thus to be able to keep a watch on everything. Done in Session at the City Hall this 9 Feb., 1654.

(Signed) Arent van Hattem, Martin Krigier, P. L. vandie Grift, Wilh. Beeckman, Pieter Wolfersen, Jochiem P<sup>r</sup> Kuyter, Oloff Stevensen.

And it is resolved to send the foregoing advice to the Hon<sup>ble</sup> General.

Estimate of Expenses.

30 men at an average of 20 gl. per month.....fl. 600

Add for provisions monthly :

20 skepels of flour.....fl. 80

32 skepels of pease.....fl. 128

360 lbs. of beef and pork.....fl. 144

Liquor and other expenses.....fl. 100

Amount per month fl. 1052

City Hall, Tuesday P.M. February 10, 1654.

Present—Arent van Hattem, Marten Krigier, P. L. vandie Grift, Wilh. Beeckman, Pieter Wolfersen, Jochem P<sup>r</sup> Kuyter and Oloff Stevensen.

The Court Messenger was sent, to inform his Honor the General, that the Burgomasters and Schepens were convened and that his Honor according to promise could now address them.

The Hon<sup>ble</sup> the General appeared in Court and delivered the following answer to the proposition of the Burgomasters and Schepens, to wit :

The Director General and Council consent to the advice of Burgomasters and Schepens. Dated 10th February, 1654. N. Amsterdam, N. Netherland.

(Signed)

P. Stuyvesant.

Beneath was : By order of D<sup>r</sup> Gen. and Council, Corn<sup>s</sup> van Ruyven, Secretary.

Then a calculation was made in session, how to procure means to resist and prevent the piracy and how much it would cost ; taxing the following places, to wit :

The Island of Manhattan for.....	8 men
Hempstead.....	4 men
Flushing.....	3 men
Gravesend.....	3 men
Middleburgh and Mespatskil.....	3 men
Breuckelen, the Ferry and Walloon Quarter.....	4 men
Middelwout.....	2 men
Amesfoort.....	2 men
Staten Island.....	2 men
Poulus Hoeck.....	1 man
Beverwyck.....	4 men
Colony of Rensselaerswyck.....	4 men

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In all 40 men,

whose wages and board being reckoned on an average at 40 gl. per month amount to fl. 1600 per month.

The Hon<sup>ble</sup> General proposed, that the foregoing be communicated to the Director General and Council, to learn their advice also in the matter, and that then his Honor, on the first opportunity that may offer would personally, together with 1 or 2 appointed from the Burgomasters and Schepens, consult with the friends in the before mentioned places, on this matter, so that what has been commenced with good intention may not be ill interpreted, but brought to a good issue ; whereupon the Court adjourned.

Copy.

Kind Friends : Whereas on this date the 10th of February, 1654, by petition presented to our Court by Johannes van Beeck, he requests, that his bans with Maria Varleth may be entered and be properly proclaimed here, and we have understood, that the same Johannes van Beeck and Marya Verleth had previously to this made proclamation of their bans through your Court at Gravesend, which (under correction) is contrary to the style and

laws of our Fatherland, it is our request to your Honorable Court, in case such a circumstance should hereafter occur, that we may be informed thereof in order to prevent on one side and the other all improprieties, which we on our part engage to do in like manner, especially as it is usual, according to the custom of our Fatherland, that every one shall have three publications at the place, where his domicile is, and then he may go and be married wherever he pleases ; wherein we are and remain

Your affectionate friends

(Signed)

Arent van Hattem.

By order of the Burgomasters and Schepens of the City of N. Amsterdam.

Jacob Kip, Secretary.

Done, N. Amsterdam in N. Netherland this 10 February 1654.

The superscription is :

The Worsp<sup>l</sup> the Magistrates at Gravesend

City Hall, Monday February 16, 1654.

Present—Arent van Hattem, Marten Krigier, P. L. vandie Grift, Willem Beeckman, Piet' Wolfersen and Olof Stevensen

Harmen de Kuyper, pltf. v/s Hans Jansen, deft. says, that about 2 years ago he had a sow at the house of Fredrick Lubbertsen, which deft. has taken away from there, and killed and eat the shotes ; demands restitution of the same. Deft. states, that he had missed a sow, which he found on the premises of Fredrick Lubbertsen and took away with him ; contends, that he has done nothing wrong, and is under no obligation to deliver up, what is his own. Styntie Fredricx, having been heard in Court, at the request of pltf., testifies, that about 2 years ago Harmen d Kuyper had a sow, which was running with their hogs on their premises ; said sow being come out of the woods with 9 shotes, Hans Jansen came and took away the sow from her place and killed the shotes. Parties having been heard, deft. is ordered by the next Court day to prove by impartial testimony, that the sow and shotes belonged to him or in default thereof to restore them.

Uldrick Jansen, pltf. v/s Dirck Volckersen, deft. Both in default.

Mr. Jacob Hend<sup>t</sup> Veervanger, pltf. v/s Nicolaes Croon, deft. Deft's 1<sup>st</sup> default.

Poulus Heymans, pltf. v/s Nicolaes Croon, deft. Deft. 1 default.

Michiel Poulisen, pltf. v/s Lourens Corné van Wel, deft., says that, he had hired his scow to deft., and before it was returned, it was carried off, and not having been returned up to the present date claims payment of rent for the days, that elapsed and for the scow. Deft. admits, that he had hired the scow; says, that whilst it was lying at the shore in fair weather, it was swept off, and up to the present date he has not been able to ascertain, where the same was stranded; requests, that arbitrators may be appointed to settle the same. Parties having been heard, are according to deft's request referred to Lambert Huybertsen Mol and Cornelis van Dort, both ship-carpenters, as arbitrators to arrange the matter according to their ability, with power, if necessary, to assume to them a third person.

Larrens Cornelisen van Wel, pltf. v/s Jan Gerritsen and Adam Gerritsen, defts. Pltf. declares, that defts, being in his service, had charge of the aforesaid scow and that through their carelessness the same had been carried away; claims that they ought to make good the damage. Having heard the defts' excuse, they also were referred to the before-named commissioners.

Jan Barentsen, pltf. v/s Pietersen Kos, deft. Deft. 1 default.

Dirck Volkersen, pltf. v/s Age Bruynsen, deft. For payment of a certain lot. Parties being heard, it is ordered that pltf. shall deliver the deed, and deft. shall then pay.

Dirck Nes, in behalf of Blauvelt's Sailors, pltf. v/s Adriaen Keyser, venduemaster, deft. For an account and exhibition of the moneys due the sailors from the Spanish vessel, named the Tabasco, which has been brought in. Parties having been heard, it is ordered, that the procuration from the sailors be delivered in, and that Adriaen Keyser render account and exhibition of moneys to the owners.

Daniel Litschoe, as Attorney of Poulus Schrick, pltf. v/s Lourens Cornelisen van Wel, deft. Pltf. in said quality demands payment of fl. 361 : 18 due according to note drawn by deft. and Aryaen Jansen jointly and severally, bearing date 28 August, 1651. Deft. acknowledges said note, but states that Aryaen van Ooch is not present, and that Jacob Stoffelsen is security for the payment on the 4 March; which he offers to prove. The matter is therefore postponed for proof.

Daniel Litschoe, in aforesaid quality, pltf. v/s Lourens Cornelisen van Wel, deft. For payment of fl. 170, which deft. individually owes according to note dated 4 February, 1653. Deft. admits the debt and states that the time is not expired, as it is included in the preceding condition. Therefore the case is put off for further proof.

Daniel Litschoe, as Attorney of Poulus Schrick, pltf. v/s Jochem Beeckman, deft. For payment of fl. 25 according to account. Deft. confesses, that he owed as much, but brings in an offset of fl. 10 for making shoes for Poulus Schrick, so that he acknowledges to owe only 15 gl., promising to pay said 15 gl. very soon. Parties having been heard, it is decided that the offset brought in by deft. must be allowed, and that the balance of 15 gl. must be paid before the departure of the ships for Fatherland.

Glaudie Mettere, pltf. v/s Antony de Lorette, deft., demands payment of about 27 gl., having for that purpose attached certain grain; prays that the attachment may be declared valid. Deft. admits, that he has some unsettled account with pltf.; requests settlement of account and removal of attachment. Parties having been heard, they are ordered to settle their accounts before arbitrators, and in the meantime, the attachment is declared valid.

Wolfert Webber, pltf. v/s Albert Albertsen, deft., demands payment of fl. 91 for service of his son, rendered from the first of December to the last of November. Deft. says, pltf's son was hired for two years; requests that he shall complete his time, and then he will pay him. Pltf. states, that deft. had not properly clothed his son according to agreement, and when told so, did not do it, but set his son free, three different times, and finally sent him home. Deft. denies the same. Parties having been heard, are ordered by the next Court day to prove their declarations on both sides, or meanwhile to settle by themselves or before arbitrators.

Maregriet Crow, widow, pltf. v/s Pieter La Febre, deft. Pltf. declares, that deft. had hired her for two years, and upon arrival here, had discharged her, and she having paid her own passage, demands payment for her rendered services. Deft. says, that he never had any service from her, but discharged her for bad conduct; says that it was agreed that her wages should commence in this country. Pltf. says the agreement was, that the wages should commence in Holland. And as no written con-

tract was made, debt is ordered (as he offers) to prove by the next Court day, that the wages should commence here.

Samuel Louw, pltf. v/s William Harck, debt. Parties request that the witnesses on either side here present may be examined before the Court. The Court decide and order parties, since the time has expired, and the witnesses being English, whom they could not well understand, that their testimony be taken before a Notary, which being taken in writing, they must have translated into Dutch and produce the same at the next Court day.

David Provoost appeared in Court with the son-in-law of Jacob Swart, who was sent to him, as he himself is insolvent and requests, as the abovenamed Jacob Swart has sold to Jan the Smith, a runaway, a certain dwelling-house, payment of which is yet due to him, that their Worships of the Court would please to take the same into consideration when convenient and that this may be provisionally noted. The aforesaid Provoost also prays despatch in the suit of Anna Van Vorst debt. v/s Pieter Kock. Item, in the dispute between Thomas Sudart and Antony Jansen, which is postponed to the next Court.

Johannes Withart requests expedition in the case between himself and Francoys Fyn, which is postponed to the next Court.

Luycas Dircksen, a soldier, requests by petition the privilege of retailing beer and wine, promising to pay the customary excise, on which it is apostilled: Petitioner's request is granted, provided he pay the customary excise of what he shall retail or have.

Adriaen Vincent, an old burgher and inhabitant, prays by petition, that he may be favored with some occurring employment, such as carrying beer and wine or anything else, which is deferred to another occasion.

The petition and declaration, delivered this day by Teunis Kraey as debt. v/s Fiscal Tienhoven, is postponed to another meeting.

Jacob Steendam's petition for payment of balance of the cushions is also postponed to a future occasion.

Item, the request of Jan Pietersen for fl. 24 : 8 for sawn rails as aforesaid.

Caspar Varleth and Johannes van Beeck appeared in Court, and prayed most earnestly, that disposal may be made of the petition and remonstrance concerning the marriage between said Joh van Beeck and Mary Verlet, presented to the Burgomasters and Schepens. As the

Bench is not complete, it is postponed until Thursday next, so as in the meantime to notify the other gentlemen.

Copy.

Sir : Whereas some important cases have this day been presented in our Court, so that it is highly necessary, that our Bench be complete, we therefore request, that you, as a member of our Court, will be in attendance here next Wednesday evening precisely being the 18<sup>th</sup> of February (for many cases have been on hand some time). Relying thereupon, we remain

Your affectionate

The Burgomasters and Schepens of the City of New Amsterdam.

Signed by their order,                      Jacob Kip, Secretary.

Done in Court, N. Amsterdam, this 16 Feb. 1654.

The Superscription was :

The Honorable, Wise, Prudent, Mr. Jochem P<sup>r</sup> Kuyter at his Bouwery.

To the Honorable Director General and Supreme Council of New  
Netherland.

Honorable Gentlemen :

At the request of Jan Lourensen Appel, we send you the papers in the suit between the said Jan Appel, pltf. and Matheus de Vos, deft., whereon, after parties had renounced further production, our judgment was given ; with the request that the said papers be sent back to us after the case shall have been disposed of by your Honors. Whereupon relying, we remain your Honors'

Obedient Servants

The Burgomasters and Schepens of the City of New Amsterdam.

Signed by their order,                      Jacob Kip, Secretary.

Done, N. Amsterdam, the 16 Feb. 1654.

City Hall, Thursday, February 19, 1654.

Johannes van Beeck appeared in Court and requested as before, that action may be had on his petition, offering furthermore in time and on occasion, if necessary, to affirm at all times under oath what he has stated in his petition respecting the private conversation with the Hon<sup>ble</sup> Petrus Stuyvesant. Burgomasters and Schepens of this City having seen and examined the petition presented to our Court on the 10<sup>th</sup> and 16<sup>th</sup> of

February instant, regarding the bans of matrimony between Joh: van Beeck and Maria Verleth, therefore it being noted

First, Who in the beginning instituted marriage; also what the Apostle of the Gentiles teaches therein.

Secondly, The proper and attained ages of Johannes van Beeck and Marya Verleth.

Thirdly, The consent of the father and mother on the daughter's side.

Fourthly, The distance and remoteness of places between this and our Fatherland together with the difficulty between Holland and England.

Fifthly, The danger that in such circumstances matters by long delay might come to be disclosed between these aforesaid young people, which would bring disgrace on both families, as well on one side as on the other.

'Tis true that our Theologians say, and that correctly, that we must not tolerate or permit lesser sins, in order thereby to avoid greater ones. Therefore we think (with due submission) that by a proper solemnization of marriage (for the Apostle to the Hebrews calls the marriage-bed honorable) the lesser and greater sins are prevented.

Therefore the Burgomasters and Schepens of this City are of opinion, that the proper ecclesiastical proclamations of these aforesaid young people ought to be made at the earliest opportunity to be followed afterwards by their marriage. Done at the session aforesaid in the City Hall, New Amsterdam in New Netherland this 19 February, 1654.

(Signed) Arent van Hattem 1654, Martin Krigier, P. L. vandie Grift, Wilh: Beeckman, Pieter Wolfersen, Jochim P<sup>r</sup> Kuyter, Oloff Stevensen.

To the Right Honorable Director General and Supreme Council of New Netherland.

The Burgomasters and Schepens of this City with all due reverence & respect represent :

Whereas at our session on the 10<sup>th</sup> of February last the Hon<sup>ble</sup> Director General Petrus Stuyvesant being present, certain verbal propositions were submitted for the purpose of providing some means, whereby the robberies of certain English pirates might be resisted, which the Hon<sup>ble</sup> Director General at that time engaged to make known to their Honors, the Members of the Supreme Council,

Therefore the Burgomasters and Schepens again request to be in-

formed what resolutions have been adopted on this subject by the Director General and Council as it is (with submission) our opinion, that this ought to be prosecuted in the most speedy manner. Awaiting your apostil on this petition, we remain your Honors' humble servants.

Signed by the president Arent van Hattem and further by order of the Burgomaster and Schepens of the City New Amsterdam.

Jacob Kip, Secretary.

Done in Session, New Amsterdam this 19 February, 1654.

To the Right Honorable, Director General and Supreme Council of New Netherland.

The Burgomasters and Schepens of this City New Amsterdam, with all due reverence and respect, represent :

Whereas they require some money to pay the debts incurred for the construction of the works, which were found necessary, we therefore request from your Honors a grant of authority provisionally to impose the following duties for the benefit of this City, to wit :

1. On all imported and exported goods two per cent. On all vessels great or small ten stivers p. last annually.

BURGHER EXCISE.

2. On each tun of strong beer, twenty stivers.

On each tun of small beer, six stivers.

On each anker of brandy, Spanish wine or distilled liquors one guilder ten stivers.

French wine, half as much.

AD VALOREM EXCISE.

3. On such as is exported within the jurisdiction of New Netherland.

On each anker of wine, six stivers.

On each tun of beer, six stivers.

On wine & beer exported beyond the jurisdiction of New Netherland.

The above burgher excise, proportionally more or less.

4. And that all may be done orderly and without any fraud, Burgomasters and Schepens pray, that they may be permitted to appoint two sworn Beer Carriers. Expecting hereupon your grant of authority, we remain your Honors' humble servants.

Signed as above-mentioned.

Done in Session at the City Hall in New Amsterdam, 19 February, 1654.

Whereas a suit in case of marriage has been instituted before us, Burgomasters and Schepens of this City of New Amsterdam, between Pieter Kock, pltf. and Anna Cornelisen van Vorst, deft., we have judged proper to send said papers under cover to your Honors, the Director General and Council, to obtain your Honors' decision thereon. Done at the Session of Burgomasters and Schepens, New Amsterdam, this 19 February, 1654.

Whereas a suit for a wound inflicted by a wine-glass, has been instituted between Johannes Withart and Francoys Fyn, therefore Burgomasters and Schepens of this City of New Amsterdam (at the instance and request of Johannes Withart for expediting the matter) have commissioned and authorized, as they do hereby, the Worsh<sup>l</sup> Arent van Hattem and Poulus Leendersen vandie Grift, at the earliest opportunity to examine the papers, to cite parties before them, and render a decision according to the finding of the case. Done in Session, New Amsterdam, this 19 February, 1654.

City Hall, Monday, February 23<sup>rd</sup> 1654.

Poulus Heymans, pltf. v/s Nicolaes Croon, deft. Deft. in default.

Mr. Jacob Hendricksen Veervanger, pltf. v/s Nicolaes Croon, deft. Defts. 2<sup>d</sup> default.

Gritie Jansen, pltf. v/s Fredrick Ellekesen, deft. Both in default.

Dirck Jansen Nes, pltf., v/s Aeltie Cornelisen, wife of Pieter Cornelisen, carpenter, deft. Pltf. wishing to institute his demand and action, Burgomasters and Schepens decide, as he, pltf., has not yet complied with the order of the 12<sup>th</sup> of January last, to deposit in the Secretary's office for Mr. Marten Krigier certain 144 fl., that he must do this before he can be heard, which Dirck Nes again refused to do and he went away, leaving the business undone.

Harmen d Kuyper, pltf. v/s Hans Jansen and Hendrick P<sup>r</sup> van Wesel in Company, defts. In a dispute about a sow and shoten. Defts. appeared in Court and offered to declare under solemn oath, that the sow and shoten belonged to them, producing certain reasons for the same in

writing and declared, that they could produce no other proof in the case. Parties having been heard on both sides, it is ordered, that Hans Jansen shall provisionally retain the sow in dispute, and in the meantime, enquiry shall be made, if there be any owner of the sow, which is still running about the Hook, and in case no owner is found, Harmen d Kuyper shall take possession of her as his own.

Wolfert Webber, pltf. v/s Albert Albertsen, deft. For payment of fl. 91 wages for pltf's son. Burgomasters and Schepens having heard and examined parties verbally, together with what they had produced on either side in writing, find that Albert Albertsen had discharged and released the aforesaid boy, according to the testimony of Caspar Verleth and certain admissions of Albert Albertsen himself to the Court. Therefore it is decided, that the boy is free, and deft. Albert Albertsen is condemned according to the last verbal agreement, to pay pltf. once for all the sum of forty guilders barring all claims on part of pltf. or deft. respecting the aforesaid boy. Officer Cornelis Van Tienhoven is hereby empowered and authorized to put duly in execution the judgment pronounced by us, the Burgomasters and Schepens of this City of New Amsterdam, in conformity with the laudable custom of our Fatherland, so that the complaints of the inhabitants may thereby be prevented. Done in Session, New Amsterdam, this 23 February, 1654.

(Signed) Arent van Hattem, Martin Krigier, P. L. vandie Grift, Wilh : Beekman, Pieter Wolfersen, Olof Stevensen.

Receiver Kip is ordered to pay out of the receipts from the excise the balance of fl. 24 : 8 due to Jan Pietersen for sawing wood for the City.

Item to Jacob Steendam for the cushions and the cloth fl. 66 : 10 balance still due him, and to draw 46 gl. in beavers from P. L. vandie Grift and the remainder from the excise.

Apostil of the Hon<sup>ble</sup> Director General and Supreme Council of New Netherland, granted on the petition presented on the 19 February, 1654, by the Burgomasters and Schepens to the Director General and Council.

The Director General has reported to the Council the verbal propositions submitted by the Burgomasters and Schepens at the conference with the said Hon<sup>ble</sup> General for preventing the robberies of the English pirates, to raise forty men at the charge of the respective colonies, villages and hamlets, which according to estimate would cost about sixteen hun-

dred guilders ; inasmuch as the moneys can be furnished with the common consent of the respective Towns, the Director General and Council will, in virtue of their commission proceed to make the levy. Thus done in the Assembly of the Hon<sup>ble</sup> General and Supreme Council held at New Amsterdam in New Netherland this 23 February, A<sup>o</sup> 1654.

(Signed)

P. Stuyvesant.

By order of the Hon<sup>ble</sup> Director General and Supreme Council of New Netherland.

Cornelis van Ruyven, Secretary.

Apostil made as before.

The Director General and Council do hereby consent, that the Burgomasters and Schepens of this City may levy the required Burgher Excise on wines, brandies, distilled liquors and beer to be consumed within this City on the same condition and terms, as the receipt of the Tavern Excise has heretofore been granted to them by the order of November 25 A<sup>o</sup> 1653.

With respect to the request of two per cent on imported goods, the 10 stivers ~~per~~ last on each vessel great or small, as well as the impost of the water excise on exported merchandise, wine and beer, the Director General and Council deny it, as such duties concern the state in general and not one particular city or place.

The request, to appoint two sworn Beer Carriers, is postponed for further information how and in what manner two Beer Carriers will be able to accommodate and serve the Burghers and how and in what manner two Beer Carriers are to bring the beer from outside and how convey it to persons outside the City ; also whether the outside Brewer shall be permitted to convey his own brewed beer in his own cart, sleigh or wagon into and out of the City. Thus done in the Assembly of the Hon<sup>ble</sup> Director General and Supreme Council holden at New Amsterdam in New Netherland this 23 February, A<sup>o</sup> 1654.

(Signed)

P. Stuyvesant <sup>vidt</sup>

By order of the Hon<sup>ble</sup> Director General and Supreme Council of New Netherland.

Cornelis Van Ruyven, Secretary.

City Hall, Monday, March 2<sup>nd</sup>, 1654.

Jacob Hendricksen Veervanger, as Attorney of Teunis Pietersen

Tempel, pltf. v/s Nicolaes Croon, deft. Defts. 3<sup>rd</sup> default. Pltf. produced a certain note bearing date 28 July 1653, drawn by deft., Nicolaes Croon in favor of Teunis Dircksen (?) aforesaid for the sum of fl. 104. He, pltf., in his aforesaid quality, demands, that deft. be condemned to take up and pay the same to him, pltf., with costs of suit. Burgomasters and Schepens of this City of New Amsterdam having seen the aforesaid note and found, that deft. has at three different times remained in contumacy, and therefore is debarred from all action and pretence, do accordingly condemn him on account of his contumacy, to tender and pay pltf. the aforesaid sum according to obligation with the costs herein incurred on pain of execution.

Daniel Litschoe, pltf. v/s Pieter Monfoort, deft. Deft. in default.

Daniel Litschoe, pltf. v/s Gillis Pietersen, deft. Pltf. demands payment of fl. 216, being the second installment of the payment for certain house and lot sold to Tryntie Scherenburgh deceased according to the bill of sale. Deft demands delivery of the ground according to the bill of survey mentioned in the bill of sale, and delay of payment until next May, in order in the meantime to sell the house and lot (being now a vacant estate) promising then to make the second and the last payment together. Burgomasters and Schepens having considered, that the same belongs to the estate of a deceased person, which requires some time to settle, decide that pltf. shall wait until the first of next May in order that the house may be sold in the meantime, and then the second and the last payments are to be made together, according to the bill of sale.

Evert Duyckingh, pltf. v/s Cornelis Van Dort, deft. demands payment of fl. 40 for houserent. Deft. acknowledges the debt, but says, unless he can procure payment for gun-carriages he made for the Hon<sup>ble</sup> Company, or City, he will not be able to pay his debt. Burgomasters and Schepens having heard parties, order deft. to pay pltf. within six weeks without any exceptions.

Dirck Nes, Attorney of Jacob Clasen Boot, pltf. v/s Aeltie, Wife of Pieter Cornelisen, deft., demands payment for 3 pieces of muslin, 88 ells long, at 20 stivers the ell sold and delivered to her by Jacob Clasen Boot in the year 1651, according to her own hand and signature. Deft. says, she received only 3 pieces, 58 ells in length which she says she purchased from Dirck Nes himself, and was delivered to her by him ; that she does

not know Jacob Clasen Boot in the matter, offering to pay pltf. if he will declare under oath, that he sold and delivered 88 ells or otherwise offers to make oath that she bought and received only 3 pieces 58 ells. Parties having been heard, time is given deft. until next Court day to think over the matter, and then to establish the same by oath.

Dirck Nes, Attorney of Jacob Clasen Boot, pltf. v/s Teunis Kraey, deft. Pltf. in his aforesaid quality demands payment of fl. 151 according to note. Deft. confesses the debt, which the note proves, and requests delay. Burgomasters and Schepens condemn deft. to pay within ten weeks from date.

Whereas between Harmen de Kuyper, pltf. v/s Hans Jansen, deft. a certain difference has arisen as to the ownership of a sow with shotes, whereof there appears no sufficient proof on either side, Burgomasters and Schepens have therefore referred it, as they do hereby, to two arbitrators, to wit, Jan Evertsen Bout and Albert Cornelisen to bring parties to an agreement and to adjust the dispute on either side.

Grietie Jansen, pltf. v/s Fredrick Ellekesen, deft., demands payment of house-rent at the discretion of the Court. Before deft. lived in her house, she had received from others the annual rent of 150 gl. Deft. states, that he came into the house on the first of July last by order of General Stuyvesant, who has promised him a house free of rent ; maintains therefore that he owes no house-rent, especially as all the time a bill, To Let, has been on the house. Burgomasters and Schepens having heard parties and attended to all the particulars, decide that deft. shall pay pltf. for the time now elapsed the sum of sixty guilders at once, and if he, Fredrick Elleksen, intends to stay there longer, he shall make a new agreement and contract.


Poulus Heymans, pltf. v/s. Nicolaes Croon, deft. Defts 2<sup>d</sup> default.

Antony Jansen van Vees requests by petition in regard to the suit instituted by Thomas Southart in order to avoid a tedious suit betwixt Father and Child, that 2 or more Commissioners be appointed from the Board to bring about a settlement, or otherwise to report and then finally to dispose of the case ; whereon is apostilled : Burgomasters and Schepens being informed that the petitioner has been admitted to appeal ; decide, that being the case, he is referred to the Director General and Council.

The Secretary of the Director General and Supreme Council is hereby authorized to repair to the Inferior Court of Justice of this City, and there to communicate to the Schout, Burgomasters and Schepens, the resolution of the Director General and Supreme Council in amplification and further declaration of their Instruction given the 26 February, 1654, leaving an authentic copy for their behoof.

Copy.

The Hon<sup>ble</sup> Director General has reported to the Council, that both the Burgomasters and the majority of the Schepens appeared before his Honor on the 25<sup>th</sup> instant, representing themselves aggrieved by the Director General and Council having without their knowledge interdicted and forbidden certain farmers' servants to ride the goose on the feast of Bacchus at Shrove-tide for reasons the Director General and Council thereunto moving. Besides its never having been practised here in their time, it is moreover altogether unprofitable, unnecessary and censurable for subjects and neighbors to celebrate such pagan and popish feasts and to practise such evil customs in this Country, even though they (as Burgomasters and Schepens sustain) may be tolerated and looked at through the fingers in some places in Fatherland. Which interdict and prohibition was by the Court Messenger Claes van Elsland served on the farmers' servants the day before the act, who, notwithstanding such service, nevertheless in contempt of the supreme authority, violated the same. Whereupon, some delinquents were legally cited and summoned before the Director General and Council by their Fiscal to be examined and mulcted for their contempt as may be proper. Two or three of them behaving in an insolent and contumacious manner, threatening, cursing, deriding and laughing at the chief magistracy in the presence and hearing of the Director General and Council themselves, were therefore, as is customary, committed to prison, by which Burgomasters and Schepens esteem themselves particularly aggrieved in their quality, because the Director General and Council had done so without their consent and knowledge ; as if we can issue no order or forbid no rabble to celebrate the feast of Bacchus without the advice, knowledge and consent of Burgomasters and Schepens, much less have power to correct such persons as transgress the Christian and Holy Commandment, without the cognizance and consent of an Inferior Court of Justice.



The Director General and Council appreciating their office, authority and commission better than others, hereby notify the Burgomasters and Schepens, that the establishing of an Inferior Court of Justice under the name and title of Schout, Burgomasters and Schepens, or Commissaries, does in no wise infringe on or diminish the power and authority of the Director General and Council to enact any Ordinances or issue particular interdicts, especially those which tend to the glory of God, the best interests of the inhabitants, or will prevent more sins, scandals, debaucheries and crimes, and properly correct, fine and punish obstinate transgressors. What is solely the qualification of Schout, Burgomasters and Schepens, and for what purpose they are appointed, appear sufficiently from the Instruction given to them, by which they have to abide and conform themselves, without henceforth troubling and tormenting the Director General individually about any enacted ordinance, law or order, penalty or punishment issued and executed against and concerning the contraveners thereof by previous resolution of the Director General and Council. But the Schout, Burgomasters and Schepens, or Commissaries, being petitioned by a subject or subjects to act as interlocutors and intercessors, whether for mitigation of interdict, order or punishment against this or that, which has been examined and disposed of by the Director General and Council, the petition of such persons being, after close investigation, found reasonable, Burgomasters and Schepens, or Commissaries of this City and other subaltern Courts of Justice may represent and make known to the Director General and Council their own grievances and those of other subjects, with accompanying reasons for the same, whereupon then, such apostil, reconsideration and action shall be taken by the Director General and Council as justice and the nature of the case demand. Thus done in the Session of the Hon<sup>ble</sup> Director General and Supreme Council holden at New Amsterdam this 26 February, 1654.

(Signed)

P. Stuyvesant<sup>vidit</sup>

Beneath was : By order of the Hon<sup>ble</sup> Director General and Supreme Council.

(Signed) Cornelis van Ruyven, Sec<sup>y</sup>.

Secondly. Whereas Johannes van Beeck has affixed by a poster, that his marriage, contracted not only without his father's knowledge, but contrary to his express prohibition to marry abroad, has been declared lawful

and proper by Resolution of Burgomasters and Schepens of this City, of which Resolution, Director General and Council are ignorant ; Therefore we request authentic copy thereof, and at the same time written reasons, why such Resolution has not been communicated to the Director General and Council and their approbation thereof applied for, according to the Instruction granted to the Inferior Court of Justice of this City.

Done N. Amsterdam this March, 2 1654.

(Signed)

P. Stuyvesant.

Council Chamber, Fort Amsterdam March 16 1654. Present in the Director General's absence, Johannes La Montagne High Councillor and the Burgomasters and Schepens of the City of New Amsterdam except Jochem P<sup>r</sup> Kuyter.

At this Session the appointed persons, Jan Jongh, Nicolaes Bievan and John Scot were heard and examined in the presence of Fiscal van Tienhoven on certain interrogatories, as more fully appears by the papers.

Whereas Gillis Jansen from——, a single man, has died here the 16<sup>th</sup> of February last, and it being thought advisable, in the absence of heirs, that two suitable persons be commissioned to attend to and take charge, as Curators, of the effects left by said Gillis Jansen deceased, so that they may be managed for the greatest advantage of the lawful heirs, and furthermore that his credits and debts may be collected and paid ; Therefore Burgomasters and Schepens of this City of New Amsterdam have commissioned and authorized, as they do hereby commission and authorize, the worthy Jan Lourensen Appel and Claes C. Bordingh for that purpose, on condition, that they be held to render proper proof, account and reliqua of their administration on demand to Burgomasters and Schepens or to such persons as may be appointed by them. Done in Session at Fort Amsterdam the 16<sup>th</sup> of March, 1654.

Fort Amsterdam, Friday, March 20, 1654.

In extraordinary session.

Present—High Councillor Joh : La Montagne, Burgomasters Arent van Hattem and Marten Krigier, Schepens Poul<sup>r</sup> Leend<sup>n</sup> van die Grift, Pieter Wolfersen and Olof Stevensen of the City of New Amsterdam.

Mr. Isaac Allerton, pltf. v/s Herry Breser, deft. Pltf. proves by the testimony of Jan Wodtkock, Robert Hop and Mary Cocksael, widow,



that deft. Herry Breser had said, he, Isaac Allerton, had sold here his provisions and inladen goods contrary to law ; whereof he demands suitable proof. Deft. Herry Breser appearing in Court declares, that he had never said, that Mr. Isaac Allerton had sold here any of the provisions and goods laid in now on this voyage, much less that he has any knowledge of such an occurrence, rejecting one of the deponents ; all which he subscribed with his signature in Court. (Signed) d the mark of Herry Breser. The Hon<sup>ble</sup> Councillors aforesaid having heard the declaration of Herry Breser, acquit him, Breser, of the slander, and Mr. Isaac Allerton's further claim is dismissed. Thus done at the aforesaid Session in Fort Amsterdam in New Netherland. Done as above.

Copy.

Mr. Caspar Verleth :

You are requested by the Burgomasters and Schepens of this City of New Amsterdam to repair to the City Hall of this City aforesaid at eight o'clock to-morrow morning the 21st instant with the pass, which you have received from Jan Jongh. In so doing you will confer on us a friendship with which we remain.

Yours affectionately

The Burgomasters and

Schepens of this City of New Amsterdam.

By their order, Jacob Kip, Secretary

Done, New Amsterdam,

this 20 March, 1654.

Copy.

On this day, the 12th of March, 1654, through the intermediation of the Hon<sup>ble</sup> Arent van Hattem and Poulus Leendersen vandie Grift, commissioned hereunto by the Burgomasters and Schepens of this City, Johannes Withart and F. Fyn came to an agreement and settlement of the dispute between them, about an assault with a wine-glass and injuries received at the house of Abram La Nooy, to wit : That Francois Fyn shall pay to the behoof of the Deacons of the City of New Amsterdam, a sum of fifty carolus guilders ; to the Secretary, for fees for writing in the suit one beaver, and the expense of the treat at this arbitration ; mutually promising in the presence of the arbitrators, not to molest one another on this subject in the slightest degree, but to live as good friends

ought to do, under penalty of the law thereto provided. In testimony this has been signed on both sides and by the Hon<sup>ble</sup> Commissioners. Dated as above, N. Amsterdam in N. Netherland.

Which I attest

Jacob Kip, Secretary

City Hall, Monday, March 23, Harman de Kuyper, pltf. v/s Hans Jansen, deft. Deft. in default. Pltf. appearing in Court demands, as the Burgomasters and Schepens have referred their dispute concerning a certain sow with shotes to 2 arbitrators nominated by their Honors, both of whom are on the side of Hans Jansen, that their Worships will be pleased to consent, that pltf. also may choose 2 arbitrators, thus to see, if their dispute can be settled : which being found just, pltf's request is granted to choose also two arbitrators, who, when chosen, are hereby authorized, together with those already appointed, or such as deft. will select to settle and arrange the difference between parties.

Poulus Heymans, pltf. v/s Nicolaes Croon, deft. Defts. 3<sup>d</sup> default. Pltf. produces a certain act of the first of November, 1653, whereby deft., Nicolas Croon, acknowledges to have agreed with pltf. to prepare and deliver 10 common panes of glass for the sum of 70 gl., and demands, since deft. has continued in default of delivering the panes of glass, whereby pltf. suffers great cold and inconvenience, that he in conformity with his agreement, be condemned and constrained to deliver the panes of glass, as he has received payment thereon. Burgomasters and Schepens having seen the aforesaid agreement, and considering that deft. being summoned three different times, remains contumacious, do condemn the said Nicolaes Croon, in consequence of his contumacy, to deliver the engaged panes according to agreement within 14 days from date, on pain, in case of failure, that he, N. Croon, shall pay a fine of 25 gl. to the behoof of the Deacons of this City.

Poulus vander Beeck, pltf. v/s Nicolaes Croon, deft. Deft. in default.

Poulus vander Beeck, pltf. v/s Jochem Beeckman, deft. Defts 1<sup>st</sup> default.

Mary G. Loockerman's Maid, pltf. v/s P. La Febre, deft. Both in default. Willem Beeckman present.

Roelof Jansen, pltf. v/s Jan Gerritsen, deft. Deft's 1<sup>st</sup> default.

Dirck Nes, pltf. v/s Aeltie, Wife Pr. Cornelisen, deft. Deft. in default.

Willem Pietersen, pltf. v/s Hendrick Egbertsen, deft. Defts 1<sup>st</sup> default.

Gysbert van Imbroecken, pltf. v/s Lourens Cornelisen van Wel, deft. Defts. 1<sup>st</sup> default.

Claes van Elslant, pltf. v/s Egbert van Borsum, deft. Dispute concerning the purchase of a barrel of flour. Parties being heard on both sides. Ordered, that pltf. produce further proof.

Fiscal Cornelis van Tienhoven, having, in conformity with the order of October 27, 1653, (concerning the beavers deposited by Gerrit de Kuyper), produced the letters and declaration of his brother in Court, it is decided that the Fiscal may lift the deposited beavers. Done, New Amsterdam this 23d of March, 1654.

Worthy Friends and Neighbors :

The Burgomasters and Schepens of the City New Amsterdam, witness with sorrow the dilapidated state of the works erected last year, consisting of walls of earth, and palisades along the river, which were commenced not only with great trouble, labor, loss of time and cost of the Commonalty, but as far as exigency of the time and case required and demanded, were finished with the aid of the good Commonalty in the completest manner.

Therefore said Burgomasters and Schepens diligently and zealously seek as much as in them lies to promote not only the best interests of this City, but wish also the welfare of their Countrymen and fellow inhabitants of this Province and especially of their neighbors, the Benches of Justice and Courts of Breuckelen, Midwout and Amersfoort, from whom the above-mentioned Burgomasters and Schepens hope and expect nothing else, than that their Honors as fellow members of this Province, will lend their assistance in this critical conjuncture in furthering whatever may serve for the purpose of defence.

We the Burgomasters and Schepens of the City of New Amsterdam, relying on the discretion and good will of our Countrymen, neighbors and Courts of Breuckelen, Midwout and Amesfoort, towards the prosperity and preservation of the public interests, request in the most friendly manner, that the Hon<sup>ble</sup> Courts of Breuckelen, Mid-

wout and Amesfoort will be pleased to lend a helping hand in the construction and repairing of the palisades required along the river. It is our request then, that your Honors may please each in his jurisdiction to procure and order, that every farmer or boor shall cut and deliver at the Ferry twenty five round palisades as straight as possible, twelve feet in length and at the least 18 @ 20 inches in thickness ; all which tends not only to the advantage and best interest of this City alone, but in the result and consequences to the preservation of the Country in general. Not doubting your Honors' good affection towards the same, we shall be and remain

Your Affectionate

(Signed) Arent van Hattem, Martin Krigier, P. L. vandie Grift,  
Wilh: Beeckman, Pieter Wolfersen, Olof Stevensen

Done in Session, N. Amsterdam, this 23 March, 1654.

Fort Amsterdam Wednesday P.M. March 25, 1654.

Present—Councillors, Joh: La Montagne, Cornelis Werckhoven ;  
Fiscal Cornelis van Tienhoven ; Burgomaster Arent van Hattem ; Sche-  
pens P. L. vandie Grift, Pieter Wolfersen and Olof Stevensen.

The said Court having seen a certain open letter, which was delivered by Jacob van Curlaer, Pieter Symssen and James Grover (heard in Court) dated the 25<sup>th</sup> of March, 1654, signed in behalf of the town of Gravesend by John Tilton, Clerk, pertaining to the election and confirmation of Schout and Magistrates of the same, whereof the superscription reads: To the Honorable Mr. Petrus Stuyvesant, Director General of New Netherland ; and not to the Director and Council. Therefore

Resolved, as the Hon<sup>ble</sup> General has gone to Fort Orange and is daily expected back, to say to the aforesaid persons that the Hon<sup>ble</sup> Council will not do anything in the matter before the return of the General, but said letter will be delivered to the General to be then disposed of.

City Hall, Monday, the 30<sup>th</sup> of March, 1654.

Harmen de Kuyper, pltf. v/s Cristiaen Antony, deft. Case of attachment for payment of fl. 20. Deft. confesses the debt, but says he has 10 gl. remaining with Cornelis van Dort, which pltf. has consented to accept. Parties having been heard, it is decided that the 10 gl., which pltf. has

accepted, shall avail in payment, and that the remaining fl. 10 must be paid before the arrest is removed.

Poulus Verbeeck, pltf. v/s Nicolaes Croon, deft. For failure on part of deft. to deliver panes of glass according to agreement. Deft. offers to put in the panes of glass as soon as he is furnished with the measure even though it were to-morrow ; which pltf. accepts, and deft. promises without fail to set the panes, wherewith parties are satisfied.

Nicolaes Croon is found to be indebted fl. 4 : 12 for his defaults, which he promises to pay to the Secretary. Burgomasters and Schepens, on the excuse of Nicolaes Croon, decide in regard to the judgment in favor of P. Heymans, that the said Poulus Heymans be notified by the Court Messenger, he must deliver to N. Croon the frames for the glass, which he claims, or in default thereof N. Croon will be released from complying with said judgment.

Willem Pietersen, pltf. v/s Hendrick Gerritsen, deft. Defts. 2<sup>nd</sup> default.

Margriet, Loockermans' Maid, pltf. v/s Pieter La Febre, deft. Pltf. in default.

Dirck Nes, pltf. v/s Aeltie, Pieter Cornelisen's Wife, deft. Deft. appearing in Court and being asked, whether she had made up her mind to declare under oath, according to the order of the 2<sup>nd</sup> of March, that she did not receive more than 58 ells of cotton, she produces certain reasons of excuse to the Court, and requests the case may be kept in abeyance till the return of plt. ; which being considered reasonable, her request is granted.

Daniel Litschoe pltf. v/s Francoys Doudey, deft. Pltf. as Attorney of Poulus Schrick, demands, according to note, dated the 9<sup>th</sup> September, 1653, payment of fl. 55 : 16½ in good leaf tobacco, payable in the spring of 1654, or when the tobacco is stripped off. Deft. denies, that it is his own handwriting, but maintains that it is his son's hand, yet promises to pay the same in tobacco or wampum, at such time as may be ordered by Burgomasters and Schepens ; demanding from pltf. by reconvention, as Attorney aforesaid, payment of what P. Schrick, as an inhabitant of Flushing owes him Doudey as Minister, according to Articles. The Attorney aforesaid offers to pay whatever shall be found due him, Doudey, from Schrick as aforesaid.

Burgomasters and Schepens therefore decide that deft. shall pay pltf. his demand between this and the last of April next, in tobacco, or in good wampum, and as regards the complaint presented to Court by Mr. Doudey, Burgomasters and Schepens promise to speak to the Hon<sup>ble</sup> General to aid him as far as possible.

Nicolaes Terhaer, pltf. v/s Cornelis Willemsen, deft. Deft. in default.

Nicolaes Terhaer, pltf. v/s Andries Pietersen, deft., demands payment of fl. 13:2 due him for tavern expenses and mackerel. Deft. admits owing only fl. 5 ; denies the rest. Burgomasters and Schepens, having heard parties, decree and order, that deft. shall provisionally pay the fl. 5, which he acknowledges to be due, together with all that pltf. shall afterwards prove to be justly coming to him.

Aryaen Huybertsen, pltf. v/s David Wessels, deft., declares, that deft. had set him at a piece of work in the village of Midtwout, but that Hendrick Gerritsen, tailor, had forbidden to work thereat any more ; demands payment of wages he earned for 3 days, with 2 men, who worked at his expense at 4 gl. per day each ; amounts to 24 gl. Deft. admits, that he set him at work, but says he did not stop through any order of his ; requests delay till the next Court day for the purpose of summoning the aforesaid Hendrick Gerritsen in the matter ; which was granted to deft.

Gysbert van Imbroecke, pltf. v/s Cornelis van Tienhoven, Schout, deft. Deft. in default. Pltf. prays by petition, as an infant has been sent to his house by the order of the Schout aforesaid (as he is informed), that he be instructed to state on whose complaint or how the same has been made, so that he may proceed legally for the defence of his reputation, name and fame, against the person, who may have made him a party, and in the meantime, that the aforesaid infant may be removed, by order of the Hon<sup>ble</sup> Court, out of his house until such time as the case may be definitely disposed of. Burgomasters and Schepens having considered said petition, are of opinion, that the petitioner must apply, and present his complaint to the Schout, who can inform him of the case.

Gysbert van Imbroecke, pltf. v/s Lourens Cornelisen van Wel, deft., demands payment of the balance due him for linen sold according to note dated 4 March 1653. Deft. acknowledges the debt, offering after adjustment of accounts, to pay whatever may be found due either in good wam-

pum or goods before the departure of the ships to Fatherland to the satisfaction of the pltf; which pltf. accepts. Ordered that they settle their accounts and that deft. perform his foresaid promise.

Roelof Cornelisen, pltf. v/s Jan Gerritsen, deft. For the payment of what is due him by deft. for wages jointly earned according to account. Deft. says, he has an unsettled account; requests that the same may be settled before arbitrators. Burgomasters and Schepens of this City order parties to settle their accounts before two arbitrators, viz: Matys Capito and Matheus d Vos, who are hereby thereunto commissioned, and directed, if practicable, to bring parties to an agreement, or otherwise to submit their report in writing to the Board at the next Court day.

Cornelis van Dort, pltf. v/s Beeltie Jacobsen and Jacob Coppen, defts., says, that he had been fetched by Beeltie Jacobsen to inspect a certain boat or sloop, and having examined the same found apparently worthless, as a few planks were rotten. Then Jacob Coppen said, Cut it up, and then left him, and when the work was finished they refused to pay him for his labor, which amounts to the sum of fl. 65½; therefore prays they may be condemned to pay him, or that the attachment levied on said sloop may be declared valid. Defts. acknowledge pltf's. foregoing allegations, but contend, that they are not bound to pay, as the sloop does not belong to them, but that they had transacted the business for the benefit of another. Parties having been heard, it is decreed that defts. be ordered to remain jointly and severally securities for the payment of pltf. to be made between this date and the first of May next, or in default thereof, that the attachment shall be valid, and pltf. shall be released from all damage, that may happen to the sloop after the date of these presents. Defts. appeared again in Court, and refused to remain security for the payment; therefore the attachment as afores<sup>d</sup> is declared valid.

Copy.

Worthy Friends, the Worship<sup>l</sup> Burgomasters and Schepens of the City of New Amsterdam:

The Magistrates of the Villages Breuckelen, Midwout and Amesfoort, having received and understood Your Worships' letter, the following shall serve briefly for answer:

First. We acknowledge that Your Worships have, after great trouble and labor, with the assistance of the inhabitants and persons residing in

the vicinity, encompassed the City of New Amsterdam, with walls, and we, Your Worships' neighbors, have not spared our labor in the repairs of the Fortress and fortifications there. Yet, as members of the same body, we are obliged to assist one another with all our power, and are ready to do, as far as we are able, which we shall indeed prove by exerting all our strength not only for the defence of the City of New Amsterdam, but of all and each of our Confederates standing under the sovereignty of their High Mightinesses the Lords States General, and their Supreme Government in this Country, all which we on the other hand expect from our fellow members. In the meantime we are and remain Your Worships' friends and neighbors

(Signed) Albert Cornelisen, Jan Snediger, Elbert Elbertsen.

Done at their Court in Midwout, the 28 March, 1654.

The superscription was: The Worshipful Wise, Prudent, the Burgomasters and Schepens of the City New Amsterdam.

The Burgomasters and Schepens of this City of New Amsterdam resolve to commission and authorize Mr. Arent van Hattem to propose the following to the Director General and Council:

Whether the Director General and Council as well as Burgomasters and Schepens do not consider it necessary, that the decayed fortifications of this City should be again repaired and the North River shut off also with palisades and thus brought into a state of defence.

Secondly. Since the Burghers of this City of New Amsterdam are too weak to perform the aforesaid needed work to cut and haul to the works the palisades and other requisite materials.

Whether the Director General and Council will please to take measures, so that the people out of the City may lend a helping hand therein; then,

Whether they will please to grant Burgomasters and Schepens the necessary authority thereto.

Whereof the Worsh<sup>d</sup> Mr. Hattem shall make report to Burgomasters and Schepens, so that they may determine what further to do.

Done in Session, New Amsterdam, this 30<sup>th</sup> of March, 1654.

City Hall, Monday, April 13, 1654.

David Wessels, pltf. v/s Hendrick Gerritsen, deft. Pltf. instituting his demand in writing, requests, that deft. be condemned to pay the expenses, which he, pltf., incurred for deft. on his land in the village of

Midwout in hiring laborers as well as his own trouble calculated at 12 gl., or else that the land be given him, he being content to leave to the discretion of the Court what he shall pay deft. as more fully appears by the plaint and conclusion. Deft. says, that he had not empowered pltf. Parties having been heard, Burgomasters and Schepens, judging from the circumstances of the case, find, that pltf. has incurred the expense for the benefit of the aforesaid Hendrick Gerritsen, and therefore do condemn said deft. to pay pltf. all the expenses incurred for laborers and his loss of time amounting to twelve guilders, and that before his departure hence.

David Wessels, pltf. v/s Hendrick Gerritsen, deft. In case of arrest, demanding payment of 210 gl. in beavers balance due him according to note and other disbursements p<sup>r</sup> balance. Deft. acknowledges the debt according to note ; promises to pay within 6 weeks, and offers to give security. Parties having been heard, Burgomasters and Schepens do declare the arrest valid, until deft. shall have given sufficient security, or the pltf. is paid, when the arrest shall be removed.

Borger Joris, pltf. v/s Richard Bridnel, deft. Pltf. in default.

Richard Bridnel, pltf. v/s William Harck, deft. Pltf. making his plea in writing, demands balance of payment for sale of his land. Deft. demands as before, that the land be delivered to him unencumbered according to purchase and contract, and that the claim which 2 or 3 persons showed him, be first removed, and the Indians satisfied. This done, he offers to pay pltf. then within 3 or 4 days. Parties having been heard, Burgomasters and Schepens decide that deft. William Harck shall not be obliged to pay pltf. before and until the claim on the land being removed, it shall be conveyed free and unencumbered according to contract.

Claes Bordingh appears in Court, prosecuting a certain attachment levied on a sum of 100 gl. in the hands of Jacob Strycker on account of Jan Snediger, whom he, the pltf., has cited, and says he is not obliged to appear ; requesting that the attachment be declared valid, which request of the pltf. is granted and the attachment provisionally declared valid.

Francoys Fyn, pltf. v/s Lourens Duyts, deft., declares, that by virtue of a patent granted to him by the Hon<sup>ble</sup> Director General, he has a certain piece of land lying on Long Island over against Hog Island,\*

\* Hog Island, now Blackwell's Island, by the Indians called Minnehanock, was granted by Director-General Wouter van Twiller to himself, July 6, 1637 (N. Y. Col. MSS.,

which deft. without knowledge goes to sell and alienate ; therefore requests, that deft. be condemned to leave the land belonging to him, pltf. unmolested, or otherwise to show what right and property he has thereto. Deft. requests a copy of the plaint to answer thereto in writing at the next Court day. Deft's request for a copy is granted, and he is ordered to give a written answer thereto by the next Court day.

Jan Willemsen Iselstyn from Leyden, pltf. v/s George Stevenson, deft., states, that deft. has said, he had lost a hog, and believed, that it had been shot dead on his Hook, and deft. therefore had made a search at his, pltf's, house, and said, he presumed, Jan Scheruyn had shot the hog, and as he, pltf., says that he also has lost a hog, and heard that deft. has fully one thousand pounds of pork in his house, therefore presumes that deft. might well have committed the deed, and consequently demands, that deft's dwelling may also be searched as well as his. Deft. says, that being not long since on his land he heard firing on pltf's Hook, and that his hogs then came away running, when he missed one of his hogs : wherefore he went to the said Hook for the purpose of examining ; and entertaining some suspicion he saw, in the house, where Jan Scheruyn stood, something under a blanket ; he lifted up the blanket, and finding nothing, kept still ; he said nothing in the least or spoke to anyone concerning the matter, but demands proof of what pltf. has alleged, that he has fully 1000 BB, p. 7). This, with other extravagant grants, was vacated in July 1652. Francis Fyn (Fine), who had served as Captain of the West India Company's troops in Brazil and had come to New Netherland in 1650, thence returning to Holland next year, obtained an order, May 2, 1652, for a grant of this island, if vacant ; the authorities at the same time submitting to Stuyvesant's consideration, the propriety of fortifying it. This was not approved, and the island was granted to Capt. Fyn, together with 100 acres of land on Long Island, opposite said island, in that part of Newtown, called Ravenswood. On the reduction of New Netherland by the English, in 1664, both the island and the farm were declared forfeit as property of a subject of Holland and granted to Captain John Manning, February 8, 1668, whence it was called Manning's Island. Capt. Manning conveyed the island to Secretary Mathias Nicolls, in trust for the use of himself during life and upon his death for the use of his wife, if she should survive him, entailing it after their decease on Mary Maningham, his wife's daughter by a former husband, and her heirs. Mrs. Manning died in 1673, and in 1676, her abovenamed daughter married Robert Blackwell, a widower, who subsequently succeeded to the estate, in right of his wife, the island being henceforth called Blackwell's Island. It is now the property of the City of New York.

lbs. of pork, which he has not honestly obtained. Parties having been heard, Burgomasters and Schepens decide, as there is no evidence, that the complaint must be made to the Schout, who shall inquire into the matter, or otherwise that parties must amicably agree between themselves.

Frans Jansen, pltf. v/s Poulus Heymans, deft. Deft in default.

Nicholaes Croon, pltf. v/s Frans Jansen, deft. For payment of half the rent of a certain house, which they with three or four others had hired, for payment of which each one was bound *in solidum* according to the lease, the whole sum being 100 guilders which he, pltf., must tender and pay in full. Deft. confesses to owe only  $\frac{1}{4}$  part of the 100 gl. rent, as it was leased jointly by them four, and is not obliged to pay any more demanding pr. contra fl. 29 : 17 according to account. N. Croon denies said account, except only 4 gl. Parties having been heard, it is ordered that they adjust their accounts and if practicable, come to a settlement, or otherwise to appear again at the next Court day.

Lambert Huybertsen Mol, pltf. v/s Jan Vinje, deft., declares, that he had hired his scow with a new kedge-anchor to deft. and that upon the return of the scow, one of the flukes of the anchor had been broken off and lost ; demands payment for the same, or that he get it repaired. Deft. says, he has had the scow and having used it in fair weather, one of the flukes remained behind, whilst hauling in the anchor, but does not know how it happened ; contends, that he is not obliged to pay for the same, as he has already paid the rent. Parties having been heard, Burgomasters and Schepens decide, that pltf. must prove that the kedge has been broken by deft's neglect ; in such case, deft. shall be held to repair, or pay ; otherwise, in default thereof, pltf's suit is dismissed.

A certain Letter received from the Director General whereof the address was :

Worshipful, Dear, Particular, The Schout, Burgomasters and Schepens of the City New Amsterdam, at the Court aforesaid,—being seen, it is resolved, as the Schout, to whom it was sent, is not present, that it shall remain unopened until the next meeting.

Mr. Arent van Hattem reported to the Court that, pursuant to the order of Burgomasters and Schepens, he had an interview with the Hon<sup>ble</sup> General, who said, that the proposition was entirely agreeable to

him and that he was well inclined to assist in bringing this City into a state of defence, and for that purpose appointed Friday or Saturday following, to go in person around and speak to the outside people on this subject. But nothing of this had been done. Also, that his Honor would speak or write to Cornelis Melyn of Staten Island about it, who had said some time ago, that he was ready to lend a helping hand.

Arent van Hattem is commissioned by Burgomasters and Schepens, to propose to the Hon<sup>ble</sup> General and Council the following persons to be appointed Beer-Carriers, as he had already spoken to the Hon<sup>ble</sup> Director General on the subject.

The following persons are proposed by Burgomasters and Schepens to the Hon<sup>ble</sup> Director General to be appointed sworn Beer-Carriers: Barent Jacobsen Cool and Teunis Kray.

Done in Court this 13<sup>th</sup> of April, 1654.

Signed by order of Burgomasters and Schepens, etc.

City Hall, Monday, April 20, 1654.

Nicolaes Croon, pltf. v/s Frans Jansen, deft. Deft. in default.

Claes Bordingh, pltf. v/s Jan Snediger, deft. Deft. in default.

Hendrick Hendricksen, drummer, prosecutes certain attachment levied on the sum of fl. 118: 14 in the hands of Jacob Strycker on account of Jan Snediger and due him according to note, which has been assigned on Jacob Strycker, which attachment, he, Hendrick Hendricksen, has made according to declaration of the Court Messenger for Claes Bordingh. Case postponed till the next session.

Claes Terhaer, pltf. v/s Andries Pietersen, deft. Both in default.

Claes Terhaer, pltf. v/s Cornelis Willemsen, deft. Both in default.

Jan Gerritsen, pltf. v/s Jacob Jansen Flodder, deft. Deft. in default. Decided that deft's agent shall be summoned.

Poulus Verbeeck, pltf. v/s Lodewyck Pos, deft. For deft. violating lease of pltf's house, contrary to contract. Parties having been heard on both sides, it is decided, that they shall arrange the dispute, to which parties consenting, they are referred to the decision of two from the Court; Messrs. Pieter Wolfersen van Couwenhoven and Olof Stevensen were therefore appointed to get the parties to settle and be at peace.

Aryaen Huybertsen, pltf. v/s David Wessels, deft. Pltf. in default.

Charles Morgen, pltf. v/s Dirck Van Schelluyne, deft. Deft. in default.

Apostil concerning the proposed Beer Carriers : Director General and Council approve of the above-mentioned persons.

Done N. Amsterdam, this 18 April, 1654.

(Signed)

P. Stuyvesant.

Burgomaster and Schepens having seen the written petition presented to them by Lourens Duyts, and the sealed but unsigned patent and minute of survey &c. relating to certain land, which Francoys Fyn owned, and the same being read to Francoys Fyn, Resolved to speak to the Hon<sup>ble</sup> Director General on said petition.

Resolved by Burgomasters and Schepens that Arent van Hattem and Poulus Leendersen vandie Grift shall submit to the Director General and Council the following :

1. Whether persons living at Midwout and other circumjacent hamlets and villages are not amenable here, as it now happens, that Jan Snediger at Midwout having been cited here on an attachment of moneys, contends, that he is not bound to appear here.

Secondly, Whether the judgment against M. de Vos shall not be put in execution agreeably to the written petition of Jan Appel, the successful party.

Thirdly, How the matter stands with respect to the lands in dispute between F. Fyn and Lourens Duyts, as is to be seen by the ground-brief, petition &c. delivered in to our Court, and what the decision is.

City Hall, Monday, April the 27, 1654.

Nicolaes Croon, pltf. v/s Frans Jansen, deft. Defts 2<sup>d</sup> default.

Jan Gerritsen, pltf. v/s Dirck van Schelluyne, deft. Defts 2<sup>d</sup> default.

Jacob Steendam, pltf. v/s Pieter Cornelisen, carpenter, deft. Deft. in default. Pltf. prosecutes a certain attachment, served on Johannes Nefius, in the case of certain sold hay ; requests that the attachment be declared valid. Request having been heard, the attachment is provisionally declared valid.

Adriaen Huybertsen, pltf. v/s David Wessels, deft. For payment for labor done by himself and two with him in fencing a certain lot in the village of Midwout, which deft. contracted for with him, and which work he was forbidden to do by Hendrick Gerritsen, suing for 3 days with his

two at 4 gl. per day for each. Deft. says that Hendrick Gerritsen is unwilling to pay so much ; therefore requests, that their Worships will please to decide, how much is due pltf. ; or else, that it may be taxed by impartial men. Whereas Burgomasters and Schepens have no knowledge of what has been performed, they have commissioned and authorized Luycas Eldersen and Thomas Swartwout to value the work done there after inspecting it and to reconcile parties.

Teunis Tomasen, pltf. v/s Michiel Paulisen, deft. Pltf's wife appeared, and demands payment of a balance fl. 13 due her for a chimney, built by her husband. Deft. acknowledges the debt, whenever the work shall have been well and sufficiently done ; and as said chimney now smokes badly and he engaged to make it good or no pay, deft. contends that he is under no obligation to pay. The Court decides, that Teunis Tomasen, who has done the work, must himself appear in person.

Mr : Willem Beeckman present.

The Journal of the Mission of Cornelis van Tienhoven and Marten Krigier sent as Commissioners from the Director General and Supreme Council to the Colony of New Haven, concerning their proceedings, was this day read at the aforesaid Council, and communicated to the Court.

The Letter whereof the address was, Worshipful, Dear, Particular, The Schout, Burgomasters and Schepens of the City of New Amsterdam, was this day opened in Court, and therein was found a certain placard published by the Director General and Council concerning certain robberies by English pirates with a letter accompanying it, to the effect that the same be published by the Burgomasters and Schepens from the City Hall, and there affixed.

Which placard was this day published from the City Hall, and there posted after previous ringing of the bell.

The Captains, Lieutenants, Ensigns, Sergeants and Corporals of both of the Burgher Companies of this City of New Amsterdam are hereby directed to appear to-morrow morning, 28<sup>th</sup> of April, precisely at 8 o'clock at the City Hall of this City aforesaid, for the purpose of then endeavoring to establish good order in the City Watch.

Done at the Session aforesaid, this 27 April, 1654.

By order of Burgomasters and Schepens

Jacob Kip, Secretary.

City Hall, April 28, present the Hon<sup>ble</sup> General and the Burgher Militia Officers of this City of New Amsterdam, when a certain Ordinance was enacted respecting the Burgher Watch, which after ringing of the bell on the 29<sup>th</sup> of April, was published from the City Hall and there affixed.

City Hall, Saturday, the 2<sup>d</sup> of May, P.M.

The Schout and two Schepens absent.

At this Session a certain Ordinance was drawn up concerning the Excise and for the Beer Carriers. But it was left in abeyance to the next Court day, when the Board will meet.

City Hall, Monday, May 4, 1654.

Nicholaes Croon, pltf. v/s Jacob Haey, deft, demands payment of 4½ beavers, balance due him for delivered glass. Deft denies, that pltf. has delivered as much glass as he demands payment for : inasmuch as the agreement was for timber feet of 11 inches. Pltf. denies, that the agreement was for timber measure, but for feet of 9 inches glass measure. The Court orders deft. to prove, that the agreement was according to timber measure.

Jacob Haey, as Attorney of Pieter Ebel, pltf. v/s Nicholaes Croon, deft. For delivery of window glass for the sum of 20 gl. paid him by Evert Cornelisen vander Wel to deliver the glass. Deft. admits receipt of the money and that he would have delivered the glass therefor, but no price had been agreed on and contends, that he is not obliged to deliver the glass to pltf. before he receives satisfaction from him. Parties having been heard, it is decided and deft. N. Croon is condemned to deliver pltf. in his quality the glass for the received 20 gl. at the then market price saving his right and action against the pltf.

Nicolaes Croon, pltf. v/s Frans Jansen, deft. For house rent and other unliquidated accounts. Whereas the claims of the parties against one another do not appear clear, Burgomasters and Schepens have referred them to two arbitrators, to wit : Govert Loockermans and Johannes de Peyster, who are hereby authorized to examine the difference of parties and their accounts, and if practicable to bring them to a settlement, or otherwise to report in writing to the Board.

Jan Gerritsen, pltf. v/s Dirck van Schelluyne, deft. Deft's 3<sup>d</sup> de-

fault. For payment of earned monthly wages. As the matter is by no means clear, the case is postponed to the next Court day, then pltf. is to produce his claim and the proof thereof.

Dirck Jansen Nes as Attorney of Jacob Clasen Boot, pltf. v/s Aeltie, wife of Pieter Cornelisen, deft., demands as before payment for 4 pieces of muslin 88 ells long at 20 stivers per ell, sold to her by Jacob Clasen Boot according to his book. Deft. persists in saying, that she received only 58 ells of muslin, and that she bought them from Dirck Nes himself and not from Jacob Clasen Boot, but offers to pay, if pltf. will declare on oath, that he did not sell the muslin himself to her. Pltf. showed by his book, what he himself had sold deft. and declares, that J. C. Boot sold and delivered her the muslin in question, offering to declare the same under oath. Deft being satisfied with the offer to declare the same on oath, promised to pay pltf. his aforesaid demand.

Mr. Gysbert van Imbroecke, pltf. v/s Jacob Stoffelsen, deft. Deft. in default.

Claes Bordingh, pltf. v/s Jan Snediger, deft. In case of attachment for the sum of 100 gl. in the hands of Jacob Strycker. Pltf. as Attorney of Nanninck Jansen and Jan Clasen Dommer according to power of attorney dated 17 April 1649, demands payment of fl. 321 on a note signed by Jan Snediger on the 24<sup>th</sup> September, 1648. Deft. admits, that it is his signature, but says, that it originated from assumed debts, which he was to collect for N. Jansen and Jan Dommer, and pay their debts therewith, and says that he does not owe as much, as pltf. demands, but it is a mistake of Claes Bordingh, that he was this year to pay thereon 100 gl., and so every year after something; and as he has not been able to agree with pltf. about some twist tobacco, requests that he Bordingh and Hendrick Tamboer may now lift each the half of the attached moneys, promising to pay said 100 gl. next harvest. Burgomasters and Schepens of this City New Amsterdam having heard the declaration and answer and paid attention to all the particulars, decide, that Claes Bordingh shall now receive 80 gl. out of the moneys attached in the hands of Jacob Strycker and Hendrick Hendricksen Tamboer the remainder of the moneys, which Jan Snediger has there; and they do condemn deft. Jan Snediger further to pay to Claes Bordingh next harvest the half of the remaining principal and the other half next March, when the tobacco

will be stripped, provided that he may deduct all that he can prove he has paid of the note.

Augustyn Heermans, pltf. v/s Pieter Cornelisen vander Veen, as substitute of Mr. Allard Antony, attorney of Mr. Daniel Gabrie, Merchant at Amsterdam, deft. Pltf. appearing in Court produces a certain contract between himself and Allart Antony, made and executed on 8<sup>th</sup> of May, A° 1653, and by virtue of said contract, demands restitution of the ground-briefs, which Allard Antony has left in the hands of said substitute, especially as pltf. says, he has sold some of his lands, for the purpose of improving his remaining lands out of the proceeds of what he has sold. Deft. says in reply, that he is ignorant of the contract, and also that he has no authority from his principal to deliver up the ground-briefs, and as ships are daily expected from Holland, in which his principal or letters from him will doubtless arrive, he requests the Court will be pleased to make no further disposition of the premises, so that his deft's principal may sustain no damage thereby. Having seen and perused the contract, produced by pltf. dated as above, and heard the declaration and answer of parties, Burgomasters and Schepens having maturely considered all the circumstances on one side and the other order, as they hereby do, that the ground-briefs shall remain in the possession of deft. until the arrival of the first ships from Fatherland. Done as above.

Dirck Van Schelluyne summoned by Jan Gerritsen appeared, and gave his excuse for his absence, requesting copy of the demand made by pltf., and as no demand has been given in, the case rests here.

Lysbet Teysen, widow of Maryn Adriaensen, married yesterday to Geerlief Michielsen, requests by petition, that one or two guardians may be appointed over her minor son, Tys Marynsen, with whom she can confer, to the end, that she may sufficiently settle with, surrender to and satisfy her daughter, residing at Fort Orange, who is now come here with her husband, and the above-named Tys Marynsen, her children, in regard to their paternal estate, or make due proof thereof. Whereupon is apostilled: On request of petitioner, Burgomasters and Schepens of this City of New Amsterdam, have, by a plurality of votes, commissioned Mr. Olof Stevensen, Elder and Schepen, and Jacob Kip, Secretary of this aforesaid City, as provisional guardians, to proceed with the petitioner to the payment and satisfaction of the rights of the minor Tys Marynsen.

Whereas the suit instituted between Pieter Kock, pltf., and Anna Van Vorst, deft., in a case of marriage, was by the Burgomasters and Schepens of this City, on the 19<sup>th</sup> of February last, referred to the Hon<sup>ble</sup> Director General and Council to obtain their decision and judgment thereupon, the Hon<sup>ble</sup> Director General and Council were accordingly pleased on the 30<sup>th</sup> of April last to apostil as follows : Suit having been entered, judgment must follow, and if either party, after the decision, feel aggrieved by the judgment of Burgomasters and Schepens, such person may apply by appeal to the Supreme Council. It is therefore Resolved at the Court of Burgomasters and Schepens to commission two persons of this Court to examine the papers in the suit, report whereof they are to deliver in writing to the Board ; and to that end the following persons are chosen by a plurality of votes : Mr. Marten Krigier, Poulus Leendn vandie Grift and Cornelis van Tienhoven as the third person.

On petition presented by Teunis Kraey to this Court for the privilege of tapping, whilst holding the office of wine and beer carrier ; or else that he may be favored with some other appointment such as weigher and grain-measurer, the following apostil is made : The petitioner having refused to desist from tapping, is therefore now dismissed from the office of beer carrier, and according to time and opportunity when an office is vacant, he may petition for it, when attention will be paid to his application.

Mr. Cornelis van Tienhoven communicated to the Court the fact, that not long since very indecent and disgraceful things had been perpetrated, on the Broadway in this City by certain women, together with the petition and other papers in the case presented by him to the Hon<sup>ble</sup> Director General and Council, with the request that their Worships of the Court may be pleased to take the matter into consideration, and to appear next Wednesday, when the General and Supreme Council will meet on this subject to adopt some resolution thereon.

Whereas the Burgomasters and Schepens of this City of New Amsterdam, on a certain petition presented to the Director General and Council of New Netherland dated 23 February, 1654, to devise some means for the benefit of this City, were permitted to impose on and receive from all wines, strong waters and beer consumed by the Burghers within this

City, in addition to, and on the same condition as, the Tapsters' Excise, the following Burgher Excise, viz<sup>t</sup>.

On each tun of good beer.....Twenty stivers  
each half-cask.....Ten stivers  
On each anker or quarter-cask.....Five stivers  
On each tun small beer.....Six stivers  
On each half-cask.....Three stivers  
On each anker.....Two stivers  
On each anker brandy, Spanish wine or distilled waters, Thirty stivers  
From French wines and those of like value .....half as much

Therefore the Burgomasters and Schepens of this City aforesaid do hereby ordain and enact :

That from this time forth the Burghers as well as the Tapsters or Tavern-keepers, who are desirous of laying in or carrying away any wines or beer, shall be bound before so doing, to obtain from our Receiver thereunto appointed, a proper permit, and pay the excise promptly thereof, which Receiver shall be in attendance for that purpose in his house from 6 o'clock till 8 o'clock in the morning and from one to three in the afternoon, except on Wednesday and Saturday afternoon.

And in order to prevent all fraud and smuggling in the one and the other, the Burgomasters and Schepens aforesaid with the approbation of the Hon<sup>ble</sup> Director General and Council have appointed and accepted as sworn Wine and Beer Carriers Barent Jacobsen Cool and Pieter Caspersen van Naerden and no person, be he who he may, except such Beer Carriers, shall be at liberty to work at, lay in, or remove any wines or beer from one warehouse, cellar, or brewery to another or to bring foreign beer within this City's gates on pain of forfeiting said wines or beer and arbitrary correction at the direction of the Court.

And in order that this Ordinance and Law may be the better observed and obeyed by every one, the officer is commanded and ordered, to pay a strict regard to all frauds and smuggling, and he is authorized, whenever he may deem it necessary to search in the presence of two of the Court the cellars of the Tapsters, and to gauge all the casks, and to seize all the wines and beer, that have not been entered—or have not paid excise, which according to the foregoing Article, in addition to the

Arbitrary Correction, shall be subject to confiscation to be applied  $\frac{1}{3}$  to the poor ;  $\frac{1}{3}$  to the officer and  $\frac{1}{3}$  to the informer.

Thus done and enacted at the Court of Burgomasters and Schepens of this City of New Amsterdam, and after publication, affixed this 4 May, 1654.

Arent van Hattem 1654, Martin Kregier, P. L. vandie Grift, Pieter Wolfersen, Oloff Stevensen, Wilh : Beeckman.

Provisional Instruction prepared by Burgomasters and Schepens of this City New Amsterdam relative to the Office of Beer and Wine Carrier : First. The Wine and Beer Carriers shall be obliged to be in attendance from six o'clock in the morning until six o'clock in the evening in front of the Company's Warehouse, or each one at his own dwelling-house in order to be ready and at the service of every one, who would desire to lay in or remove any wine or beer.

2<sup>dly</sup> It shall not be lawful for the appointed Wine and Beer Carriers to labor at any wines or beer, or to carry them from one place to another before and until a proper permit from the Receiver thereunto appointed shall be delivered to them ; which permit they shall be obliged to return to the said Receiver every evening at sunset.

3<sup>rdly</sup> The appointed Wine or Beer Carriers for what they may convey here within the walls of this City from one Brewery house or cellar into the other, shall not be permitted to receive more than the following.

For one pipe of brandy .....	24 stivers
one pipe of wine .....	Twenty stivers
one hogshead of wine.....	Twelve stivers
one Aam (40 gallons) .....	Ten stivers
one half-aam.....	Five stivers
one anker .....	Three stivers
half anker.....	Two stivers
one tun of strong or small beer .....	Eight stivers
one half-barrel .....	Four stivers
one anker .....	Three stivers

And for what they shall carry from within to Mr. Allerton's\* and

\* Allerton's place was between Fulton and Ferry Streets, on the South-side of Pearl, then the shore of the East River, where his vessels anchored.

Thomas Hall's \* beyond the walls one fourth part [in addition] and thence to and about the Fresh Water, double what is aforesaid.

But in case any Brewer employ his own horse and dray and a man to convey Beer with one of the appointed Beer Carriers, the latter shall be entitled to the just half of the aforesaid fees, and if the Beer Carriers make use of the Brewer's horse and dray then one third of the fee shall belong to the Brewer.

4. The appointed Wine and Beer Carriers shall be held to provide at their own cost their own tools for handling the wine and beer.

5. In attending to the duties of their aforesaid office, they shall not be permitted to get drunk, so that in handling the wines or beer, no damage may happen through their carelessness, and in case such may occur, and it be found to have happened through their neglect, they shall be liable to repair and pay the damage in full.

6. That the appointed Wine and Beer Carriers be not defrauded by others in their office aforesaid, they are hereby charged to keep sharp watch on the exportation and importation of wine and beer and if they find, that such is done by any other person, they may seize all such wines or beer, whereof they shall receive the third part.

Finally, the appointed Wine and Beer Carriers promise and swear that in this, their aforesaid office, they will act faithfully and honestly ; that they will practise or allow no fraud ; and observe the foregoing regulations, as well as such as the Burgomasters and Schepens may hereafter add thereunto.

And therefore Barent Jacobsen Cool and Pieter Caspersen van Naerden are provisionally chosen, appointed, and accepted for one year certain, who, thereupon, in the Court of Burgomasters and Schepens, at the hands of the Officer have solemnly taken the following oath.

Done at the City Hall, New Amsterdam in New Netherland this 4 May, 1654.

Aernt van Hattem 1654, Martin Kregier, P. L. vandie Grift, Pieter Wolfersen, Oloff Stevensen, Wilh : Beeckman.

We Barent Jacobsen Cool and Pieter Caspersen van Naerden, in quality as Beer Carriers and laborers in the Weigh-house and porters in the Public Store, promise and swear in the presence of Almighty God, to

\* Hall's place was in the neighborhood of Beekman and William Str.

behave ourselves honestly and faithfully in the aforesaid office ; also not to meddle with or assist in any smuggling, and in all things discharge the duties of our office, as honest Wine and Beer Carriers are bound to do according to the above order and the laws of Fatherland. So truly help us, God Almighty !

City Hall, Monday, the 11<sup>th</sup> of May, 1654.

Mr. Gysbert van Imbroecke, pltf. v/s Jacob Stoffelsen, deft. Defts. 2<sup>nd</sup> default.

Adriaen Keyser, pltf. v/s Jacob van Couwenhoven, deft. Deft. in default. Pltf. appeared in Court and prosecuting an attachment levied on a certain sloop because he has not been paid for it, requests, that the attachment be declared valid. Burgomasters and Schepens declare the prosecuted attachment valid by virtue of contumacy.

Adriaen Keyser, pltf. v/s Caspar Varleth, deft., demands payment of fl. 367 : 15 balance due him according to specification of account. Deft. saying, he has an offset account ; requests, that pltf. shall first be condemned to adjust their accounts according to his promise as it also concerns deft's son, who likewise has an account with pltf. Parties having been heard, Burgomasters and Schepens decide and order pltf., A Keyser, to deliver to deft. copy of the account of his claim ; and deft. shall deliver in like manner his offset account to pltf., and if possible they are to agree together after liquidation, or in default thereof, parties may bring in their accounts and claims in writing on the next Court day.

Jan Jansen from Gottenborgh, pltf. v/s Claes Jansen Ruyter and Harmen Douwesen, defts. Pltf. and defts in default.

Jacob van Couwenhoven appearing in Court declares, that he protests against A. Keyser for all the costs, damages and injuries, which he has already sustained, and may in future sustain by the attachment of his sloop by A. Keyser, which he has sold to Jan Geraerdy ; requesting that his protest may be recorded. Couwenhoven paid 30 stivers for all his defaults.

Antony Loodewycksen Baeck offers by petition his service as Provost Marshal of the Burgher Company of this City on condition of receiving adequate remuneration for his services. Whereon was apostilled : Petitioner may apply to the Council of War at their next session.

On the remonstrance and petition of Augustyn Heermans presented

this day to Burgomasters and Schepens on the question and claim of P. L. vandie Grift concerning the requested ground-briefs of his lands, was apostilled : Augustyn Heermans is ordered, at the request of P. L. vandie Grift, to furnish him copy hereof to enable him to answer it in writing on the next Court day.

Officer C. v. Tienhoven requests, that the moneys deposited by Willem Albertsen as security for certain 100 gl. wherein he was condemned and by his signature had promised to pay, may be sold, and said uncurrent wampum was therefore opened in Court, and it being found inexpedient [so to order] it was again replaced in the Treasury : and Ordered :

Whereas Willem Albertsen has as yet failed to take up and make good payment according to promise and signature for certain 2 bundles of uncurrent wampum (which he deposited with Secretary Kip, on account and in payment of 100 gl. in Beaver or good current Wampum, in which sum he was condemned for violation of Civil and Military Ordinances), Burgomasters and Schepens do therefore on the requisition of the Officer, again order said W. Albertsen to send his said debt by bearer hereof or to make other good payment, or in default thereof, the above uncurrent wampum, which he left in pledge, will be sold for payment thereof, and the deficiency shall be recovered from him according to signature.

Officer C. van Tienhoven requests that two of the Board be appointed according to the Ordinance to visit with him at the earliest opportunity the houses and cellars of the Tapsters, and note what they have, in order to prevent all fraud as far as possible. Resolved therefore, that the Members of the Board shall take turns, and accordingly for the present Mr. Arent van Hattem and Secretary Kip are thereunto commissioned.

On the petition of Harmen Smeeman for permission to retail wine and beer to the traveller, out of the City on his own farm, by paying the usual excise or by agreement, the following apostil : The petitioner cannot have his prayer granted for sufficient reasons.

City Hall on Monday afternoon Messrs. Marten Krigier, Poulus Leendersen vandie Grift and Cornelis van Tienhoven met as a Committee to look over the papers in the suit between Pieter Kock and Anna van

Vorst : which papers having been examined, it is resolved to report to the Board at the next Court day.

City Hall, Monday the 18th of May, 1654.

Gysbert van Imbroecke, pltf. v/s Jacob Stoffelsen, deft. Deft. having become security for Skipper Louw pltf. requests by petition, that he be not permitted to depart, until he had satisfied the debt. Dirck van Schelluyne as attorney of Jacob Stoffelsen deft. appeared in Court and requests copy of the declaration and note to enable him to answer thereto at the next Court day, promising that Jacob Stoffelsen will not depart before the Court shall have disposed of the matter. The request of deft's attorney is granted, and pltf. is ordered to deliver deft. copy of the declaration and note to answer thereto on the next Court day.

Nicolaes Croon, pltf. v/s Jacob Haey, deft. Pltf. demands as before, payment for panes of glass cut according to agreement at 9 inches to a foot. Deft. persists in his previous answer, that he was to deliver 11 inches to the foot, proving by declaration of one Jochem Kock that the agreement was for timber measure, and contends, that he is not obliged to pay otherwise ; claims in case of further dispute, the costs already sustained &c., or that he may in future sustain by loss of time &c. Pltf. says, that he will be satisfied in case Joch : Kock will testify under oath, that the agreement was for timber measure. Ordered therefore that J. Kock shall on the next Court day confirm the declaration, he has made, and swear to it if necessary.

Poulus van Beeck, pltf. v/s Lodewyck Pos, deft. Deft in default. Pltf. presenting his case, ordered that Mr. Oloff Stevensen, one of the Committee in the case in question, shall perform his duty, so that the agreement be fulfilled.

Wynant Gompelman, pltf. v/s Jacob Schellinger, deft. Deft. in default. Pltf. appearing in Court prosecutes a certain attachment served on Poulus Heymans, with whom deft. has owing to him fl. 236 for earned wages ; requests that the attachment be declared valid. By virtue of contumacy the attachment is provisionally declared valid.

Matewis de Vos, pltf. v/s Beeletie Jacobsen, deft., demands payment of fl. 9 : 4 for stockings and shoes sold and a line according to account. Deft. acknowledges receipt of the goods, but says she has paid pltf. in

peaches fl. 3 : 10, and in washing for de Waert according to specification fl. 8 : 7 ; denies, she had purchased the goods of pltf., but took them from d' Waert on the washing, and therefore is not indebted to pltf. Parties on either side having been heard, it is decided by the Court, and pltf. Matewis de Vos is condemned to pay deft. fl. 3 : 10 for peaches received, saving Mat. d' Vos's action, if he have any, against Jacobus de Waert.

Adriaen Keyser, pltf. v/s Caspar Varleth, deft. Deft in default. It is decided that he may be summoned again. A. Keyser paid fl. 3 for all his defaults.

Cornelis Clasen Swits, pltf. v/s Borger Jorisen, deft. Dispute about a certain cow, that had through mistake been sent to Fort Orange and sold there. The Court having heard the declaration and answer of parties on both sides, and attended to every thing material, decide, that Cornelis Clasen Swits shall accept the beast, that Borger Jorisen offers to deliver here in her stead and that Borger Jorisen shall moreover pay the sum of 30 gl. without parties having any further dispute or action in the premises against each other.

The appointed Beer Carriers appeared in Court and complained, that the Brewers' servants will deliver the Beer with their own horse and dray with one of the Beer Carriers, without allowing them to do so once ; whereby they are defrauded out of their fees. Having ascertained the case and dispute, the Beer Carriers are ordered to abide by their Instruction and to act in what is demanded, as occasion and circumstances permit.

The Commissioners to examine the papers in the suit between Pieter Kock and Anna van Vorst made their report to the Board and their opinion, which is the following judgment, and the same being examined, Burgomasters and Schepens decide, that said judgment shall for reasons, not yet be pronounced, but remain in abeyance until future occasion and request of parties.

A suit has been instituted before the Court of the City of New Amsterdam by Pieter Kock, bachelor, a burgher and inhabitant of said City, pltf. against Anna van Vorst, spinster, living at Ahasimus,\* deft., respecting a marriage contract, or an oral promise of marriage, mutually entered into between said Pieter Kock and Anna van Vorst, and in confirmation thereof, certain gifts and presents were made by pltf. to the aforesaid deft. ;

\* In New Jersey.

however, it appears by the documents exhibited by parties, that deft. the fiancée of pltf., in consequence of certain misbehavior, is in no wise disposed to marry said Pieter Kock, and also proves by two witnesses (see affidavit dated the 24 December 1653) that Pieter Cock had released her, with promise to give her a written acquittal to that effect, therefore Burgomasters and Schepens of this City, having attentively perused and examined all the documents by parties, adjudge, as they do hereby, that the promise of marriage having been made and given before the Eyes of God, shall remain in force, so that neither pltf. nor deft. shall be at liberty without the knowledge and approbation of the Worsh<sup>l</sup> Magistrates and the other one of the interested parties to enter into matrimony with any other person, whether single man or single woman. Also that all the presents made in confirmation of the promise of marriage shall remain in the possession of deft., until parties with the pleasure, good will, contentment and inclination of both, shall marry together, or with the knowledge of the Magistracy shall release and set each other free. Furthermore, both plft. and deft. are condemned equally in this costs of the suit. Thus done and adjudged in the Court afores<sup>d</sup> this 18<sup>th</sup> of May, 1654.

City Hall, Friday morning, the 29<sup>th</sup> of May, 1654.

Burgomasters and Schepens of the City of New Amsterdam assembled by order of the Hon<sup>ble</sup> General.

Present—The Hon<sup>ble</sup> General P. Stuyvesant. Burgomasters Arent van Hattem, Marten Krigier; Schepens P. L. vandie Grift, Olof Stevenzen and Willem Beeckman.

The Hon<sup>ble</sup> General communicated to the Burgomasters and Schepens the current intelligence from New England, that 6 ships with munitions of war &c, had arrived at Boston; requested therefore, that means be found for defence, in case they should come here; consequently proposes to impose a morgen tax, a horn tax and tax on lots in order to enlist some men with it, and in the meantime to borrow money thereon.

Secondly. Whether they should send off the Company's ship, or retain her here provisionally?

Thirdly. Whether they should send for the people at South River or abandon them?

Burgomasters and Schepens are of the opinion, that they cannot

decide upon the above-mentioned points without consulting the other members of the country.

Therefore the Director General summoned by letter the Magistrates of the villages of Breuckelen, Midwout and Amesfoort to appear on the morrow, and give their advice, and requested Burgomasters and Schepens then to delegate two of their Board, in order to draw up joint answers and resolutions.

Burgomasters and Schepens resolve to meet again this afternoon.

In the afternoon again assembled at the City Hall, Mess<sup>rs</sup> Arent van Hattem, M. Krigier, P. L. vandie Grift, W. Beeckman & Oloff Stevensen.

Burgomasters and Schepens taking into further consideration the propositions, submitted by the Director General in the forenoon, find it difficult to come to any resolution on the first point or to give their votes without first hearing and understanding their fellow members of this province.

Secondly. With respect to the Hon<sup>ble</sup> Company's ship, it is their opinion, the Director General with his Council can come to such resolution thereon as they may deem proper.

On the 3<sup>d</sup> they decide as aforesaid.

And whereas Burgomasters and Schepens cannot, pursuant to the request of the Hon<sup>ble</sup> General to delegate two from their Board for tomorrow, agree whom to appoint, they have resolved to go in a body to the meeting.

City Hall, Monday, the First of June, 1654.

Cornelis van Tienhoven as Attorney of the Hon<sup>ble</sup> Petrus Stuyvesant, pltf. v/s Thomas Adamsen, deft and Attached. Pltf. in his quality (by virtue of certain note bearing date 17<sup>th</sup> December 1653, being for the sum of 4720 lbs of tobacco), demands payment of a balance of 2929 lbs of tobacco, and in default thereof, that the attachment on the bark may be declared valid, and that he, pltf., may be authorized to take the same provisionally as security. Deft., Thomas Adamsen, acknowledges the aforesaid obligation, but [says], that he has made payments thereon to the attorney of Pieter Jacobsen, which upon examination is found to agree with the endorsement on the obligation, and deft. promises within three days from date to furnish sufficient bail to the satisfaction of the Hon<sup>ble</sup>

Mr. Stuyvesant and the Court, for the payment here, within 8 weeks, of the balance of the tobacco (which on account of some remarkable obstacles, he has not been able to deliver in Virginia). Parties having been heard on both sides, Burgomasters and Schepens declare the attachment on the vessel to be valid, until Thomas Adamsen shall have furnished sufficient bail, and the pltf. is authorized to take the vessel as security.

Mr. Oloff Stevensen, Attorney of Mr. Jacob van Leuwen, pltf. v/s Thomas Adamsen, deft. and Attached. For payment of 2650 lbs of tobacco, according to obligation. Deft. confesses the debt, but on account of unusual difficulty has not as yet been able to deliver it ; promises to give bail. Burgomasters and Schepens declare the attachment provisionally valid, and pltf. is authorized to hold the bark as security, until deft. has given sufficient security here for the payment of his obligation.

Wynant Gompelmans, pltf. v/s Jacobus Schellinger, deft., demands payment of his salary at the discretion of the Court, but asks 300 gl. per year, being fl. 375 for 15 months lacking 1 or 2 days, which he has earned in this country. Deft. states, that pltf. has not yet rendered him a proper account and satisfaction in regard to his service ; requests therefore, that the Court will appoint two arbitrators, to examine the accounts and then agree on the salary he may have earned, wherewith pltf. agreeing, Burgomasters and Schepens appoint thereunto Pieter Cornelisen van Veen and Cornelis Steenwyck to bring parties to an agreement, if possible, or otherwise to deliver their report in writing to the Board.

Cornelis van Tienhoven, as Schout of this City, pltf. v/s Thomas Hall, deft. For having brought on the 5<sup>th</sup> May last, the day after the publication of the Ordinance, 3 half barrels of beer with his own servant, dray and horse to Egbert van Borsum's tavernkeeper, which were found there on the 17<sup>th</sup> May, without having properly entered the said beer in conformity with the Ordinance or obtained a permit therefor, whereby the revenue of this City is defrauded ; therefore pltf. requests, that deft. may be condemned for his fraud as a violator of the Placard and Ordinance in such penalty as their Worships may deem proper.

Burgomasters and Schepens of the City, having heard the demand and answer of parties on either side, together with the declaration of the Receiver and appointed Beer Carriers, and having paid attention to all that is material, have, for the maintenance of their enacted Ordinance,

condemned, as they by a plurality of votes do hereby condemn, the aforesaid Thomas Hall in the penalty and fine of sixty guilders, as an example to others, to be applied according to Placard. Thus done and enacted in Court this first of June, 1654, New Amsterdam in New Netherland.

Nicolaes Croon, pltf. v/s Jacob Haey, deft., demands as before the payment for glass he had prepared. Deft requests, that Joch : Kock, by whose opinion they agreed on both sides to abide, may be heard as a witness. Jochem Koch accordingly appeared in Court and declared, under the offer of an oath, as follows : That he was present, when Nicolaes Croon and Jacob Haey's wife agreed concerning the glass ; and that N. Croon said to the wife of Jacob Haey (for he asked in her opinion too much) Do you know, that we must furnish timber measure here ?, and says that they therefore accordingly agreed.

Burgomasters and Schepens having heard the aforesaid declaration by which parties were to abide it is decided and ordered, that N. Croon be obliged to deliver according to timber measure, and that N. Croon, who subpoenaed Joch : Koch as witness, shall pay the costs of a day's wages.

Glaudie Mettere, pltf. v/s Mr. Arent van Hattem, deft. For labor, which pltf. has performed for deft. in the village of Midwout. Whereas parties on both sides set up great claims against each other (pltf. for labor and deft. for damages, inasmuch as he has not performed the agreement) and Burgomasters and Schepens know nothing of the matter, they therefore request Jan Snediger and Jan Strycker to inspect said work and to examine the agreement of parties and who is in fault, and according to the facts in the case to reconcile parties if possible, or else to deliver their opinion in writing to the Board.

Richard Clof, pltf. v/s William Strengwits, deft. For having conveyed one Willem Crump from Gravesend to Virginia without the knowledge of the Magistrates against the law of this land, said Crump being indebted to him, the pltf. requests that W. Strengwits shall pay the debt. Deft. admits having taken said Crump with him, but pltf. and the Magistrates had knowledge thereof ; requests that pltf. declare under oath, that he did not know, that Crump would leave, showing by the declarations of four persons that pltf. Kloff had knowledge thereof. Pltf. Clof offers to take his oath, that he did not know that Crump was to leave

with Strengwits ; rejects the deponents witnesses, unless they be sworn. Parties having been heard, it is decided that the witnesses shall confirm their declarations by oath ; that Clof is to go also to Gravesend, and therefore the following endorsement is made : Burgomasters and Schepens of the City of New Amsterdam hereby request the Magistrates of Gravesend, to allow the aforesaid witnesses to confirm their testimony by oath, and at the same time to write, whether Strengwits had taken W. Crump to Virginia with their consent or not and Ordered that these affidavits be exhibited here again to-morrow, or else Strengwits shall be released from the claim of R. Cloff.

Antony Jansen, Mulatto, pltf. v/s William Strengwits, deft. For payment of 2 months' wages at 130 lbs. of tobacco per month, amounting to 260 lbs. Deft. says he does not know Antony Jansen, but that he had engaged Willem Schepmoes ; requests, that he serve out his time to the last of August, he promising to pay him in full according to agreement. Willem Schepmoes being heard in Court, states, that he put Antony Jansen in his place with Strengwits's consent, and he is not bound to serve such a term. Parties being heard on either side, it is decided that Will. Strengwits shall pay Antony Jansen for the 2 months he served in the place of W. Schepmoes, and if Strengwits have any further claim, he may institute his action against Schepmoes.

Hendrick Clasen Pataddes, \* pltf. v/s William Strengwits, deft., requests, that he be released from service, since deft. having engaged him to sail on his vessel, ill-treats him abusing him and threatening to sell him, and that deft. be condemned to pay him, pltf., here his earned wages being now 3 months, for which he has not received anything. Deft. produced a certain contract, whereby pltf. is bound to serve until last of August ; denying that he has treated him ill and promises to pay him according to contract. Parties having been heard on either side, it is decided by the Court that pltf. Hendrick Clasen Pataddes, must serve his time out, provided, that Strengwits shall pay him and give him satisfaction for the wages he has already earned according to contract.

Copy.

Notice is hereby given to every person. If any one have claims

\* Potato, a nickname.

against the estate of Rut. Arentsen, dec<sup>d</sup>, in his lifetime tailor, at Beverwyck, he will please present the same within 14 days after date to the Schout of this City, on pain of being debarred of his right should he hereafter claim anything. Dated New Amsterdam, first of June, 1654.

Lysbet Teysen, pltf. v/s Harmen d' Kuyper, deft., demands payment of 120 gl. for 1½ years house rent at the rate of 80 gl. a year ; prosecutes an attachment of the sum of 50 gl. in the hands of Hans Jansen. Deft. says he is willing, that pltf. shall take the attached money in deduction of the rent, but he owes only one year's rent, as his wife paid the preceding half year before her departure ; complains that the roof of the house is not tight. Parties on either side having been heard, it is decided by the Court that deft. Harmen de Kuyper shall pay pltf. the accrued house rent in full, unless he prove the contrary, that the previous half year has been paid ; provided that the landlady makes and keeps the house tenantable according to agreement.

Adriaen Keyser, pltf. v/s Casper Verleth, deft. Defts 2<sup>d</sup> default. For difference of account and payment thereof. Whereas parties have not yet exchanged accounts according to order and pltf. requests, that they may be settled and brought to a termination either by an arbitration or in some other way, therefore Burgomasters and Schepens have thereunto appointed W. Beeckman and Cornelis Steenwyck to examine into the accounts and difference of parties, and, if possible, to bring them to a settlement, or otherwise to deliver their opinion in writing to the Board.

Gillis Pietersen, pltf. v/s Lambert Huybertsen Mol, deft. Pltf. demands the payment of a balance of 6 beavers, due by deft's deceased son. Deft. admits the debt, but brings an offset of 8 gl. for rent of the scow, 1 gl. for an ox and 6 gl. for plank for a boat amounting in all to 15 gl. Pltf. accepts said offset of 15 gl., but demands the remaining fl. 33 beavers down, as he has waited a long time for the payment. Parties having been heard on either side by the Court, deft. Lambert Huybertsen Mol is condemned to pay pltf. the remaining 33 gl. in beavers within 14 days from date, on pain of execution.

Dirck van Schelluyne, Attorney of Jacob Stoffelsen, answers in writing the demand of Gysbert van Imbroecke concerning the bail bond for Schipper Lou, whereon is apostilled : Copy hereof is to be given to party, to reply thereto at the next Court day.

Augustyn Heermans prays by petition, that Poulus Leendersen vandie Grift may be again directed to answer in writing his remonstrance according to order, so that the case may be definitely disposed of. Whereupon P. L. himself answered briefly in writing : That he requests Augustyn Heermans to exhibit act of his authority from his bail to alienate the mortgage, when he shall answer the principal point.

Marten Krigier and P. L. vandie Grift, at the request of the Officer, were appointed to ascertain, whether any strong drink had been sold to the Indians.

Copy.

The Fiscal is ordered and commanded, to notify and inform Burgomasters and Schepens, that the Ministers have applied to us by petition for their accrued salaries and as a half year's allowance has matured and become due since the excise has been drawn by the Burgomasters and Schepens, Burgomasters and Schepens will therefore please to furnish the accrued half year's salary out of the receipt according to promise. Done in the Session of the Hon<sup>ble</sup> Director General and Supreme Council of New Netherland held in New Amsterdam this first June, 1654.

Beneath was : Agrees with the Register of Resolutions.

(Signed)

Cornelis van Ruyven, Secretary.

City Hall, Monday June 8, 1654.

Matys Capito, pltf. v/s Roelof Cornelisen, deft., prosecutes an attachment served on Jan Gerritsen for the sum of fl. 8 : 16, which is due him. Deft. denies the debt, and claims from pltf. 25 gl. for labor, saying, that he is willing to offset the fl. 8 : 16, in case pltf. will affirm his claim under oath, and offers that the work done shall be examined by two impartial men, being satisfied with their verdict. Pltf. denies the debt for the work, since it is not finished and that he himself has labored in place of hodman, and offers to prove, or to make oath, that the sum of fl. 8 : 16 is due him. Parties having been heard, Burgomasters and Schepens appoint Teunis Tomasen and Pieter Jillisen, both masons, to inspect the work and to examine the difference of parties, and, if possible, to bring them to a settlement, or otherwise to deliver their report in writing to the Board.

Teunis Tomasen, mason, pltf. v/s Michael Paulisen, deft., demands payment of fl. 13 for building a chimney according to contract.

Deft. states, that the chimney smoked and that the contract was not fulfilled ; that he was obliged to have it pulled down by other masons and rebuilt, for which he had to pay 2 beavers, and contends therefore that he is not indebted. Parties having been heard on both sides, it was decided by the Court, that as deft. at his own pleasure had the chimney taken down and rebuilt, pltf. cannot be prejudiced thereby ; he is therefore condemned to pay pltf. his demand, unless he prove on the contrary, that the work had not been done according to agreement.

Richard Bridnel, pltf. v/s William Harck, deft. Dispute concerning a clear delivery according to bill of sale of certain lands sold. Parties having been heard on either side, and the points produced by them examined, the Court decides that parties shall choose, each, one person to examine their dispute and claim to the land and if practicable, to bring about a settlement ; and accordingly Bridnel chose Thomas Hal and Harck requests one of the Board, who at the cost of parties shall repair to Mespat's Kill, and summon all, who have any claim to the land before them to prove their claims, and, if practicable, to bring parties to an agreement, for which Thursday next is appointed. William Harck requests, that they might retire for a little while, for the purpose of seeing, whether they could not agree to save further expense, which request was granted. W : Harck and Bridnel again appeared in Court, and declared, they had mutually agreed, that Bridnel shall deduct 4 lbs sterling for the purchase money and convey the land as it is to Harck without making or reserving any further claim and that Harck shall pay the balance of the purchase money immediately. Parties request that this may be so recorded.

Adriaen Keyser, pltf. v/s Caspar Varleth, deft. Concerning an unsettled account. Parties appeared in Court and stated that they were ignorant of the last order ; therefore they are again referred to the same.

Jacob Kip, pltf. v/s Joost Goderis, deft. Respecting fl. 31 attached in the hands of Willem Pietersen for earned fees. Pltf. prosecutes the attachment, and requests, that it be declared valid. Burgomasters and Schepens having understood from the mouth of pltf., that the attachment was made for 3 months, and as no legal demand has been made in conformity with the Ordinance, therefore the attachment is declared null and void, saving pltf's surety.

Cornelis van Tienhoven, Schout, pltf v/s Nicolaes Terhaer, deft.

For tapping to the Indians on Sundays during sermon as well as at other times as appears from certain informations taken in the presence of the appointed Commissioners, and exhibited to the Court, and also that deft. has made a great uproar, and in his own house struck Harmen de Kuyper in the face ; and moreover that he came with a naked knife in front of the house of Juryaen Blanck, and there made a great uproar, and threatened him, saying that he had betrayed him. For such misdemeanors, the Officer demands suitable law and justice. Nicolaes Terhaer, deft. appeared in Court denying the charge by the Officer, only that his wife told him, she had exchanged one mug of beer with the Indians for fish, together with  $\frac{1}{2}$  gill of brandy into which she had put water. Burgomasters and Schepens of this City having seen the informations taken by the Officer for this purpose, having examined the confession of N. Terhaer, and having taken into consideration the other calamities that may arise therefrom have condemned as they hereby condemn the said Nicolaes Terhaer from this time forth not to tap or to retail any wine or beer, and therefore he is absolutely excluded from said business, and moreover to pay, as an example to others, a penalty and fine of sixty guilders to be applied  $\frac{1}{3}$  to the poor ;  $\frac{1}{3}$  to the Officer and  $\frac{1}{3}$  to the Bench. The votes for the fine in addition to the prohibition of trade were : A. van Hattem, fl. 60 ; M. Krigier, fl. 50 ; P. L. vandie Grift, fl. 60 ; Olof Stevensen, fl. 60 ; W. Beeckman, fl. 60.

Thus done and adjudged in Court, New Amsterdam in New Netherland this 8 June 1654.

Copy.

Whereas certain important events have transpired, so that it is highly necessary, we should have a full Board, therefore it is our request that you, as a member of our Board, repair to this place to-morrow morning the 9<sup>th</sup> of June precisely at 9 o'clock without delay whereunto we rely. Done in Court the 8 June, 1654.

By order of Burgomasters and Schepens.

(Signed)

Jacob Kip, Secretary

Superscription :

To Pieter van Couwenhoven at Amesfoort. Cito Cito.

Copy.

To the Worshipful, the Burgomasters and Schepens of the City, New Amsterdam :

Immediately on the receipt of the rumor and intelligence from the North, that Captain Leveredt had arrived with four Parliament's ships and some military troops, although the intent and certainty thereof were unknown to us, yet we attended in person your Board on the following day and communicated the report to your Worships; represented the necessity and the circumstance; recommended providing means of defence and resistance, in case it might happen, that we should receive a visit from our neighbors as currently reported. We have not been able, to discover up to this time that your Worships have undertaken anything towards the defence of this City or to the repairing of its works, but it appears that you have been lulled to sleep by an idle rumor of peace. We take the Lord God, our own conscience, yourselves and other respectable persons to witness, that we heretofore have repeatedly pointed out, as we now represent to your Worships, the necessity and have besought you to devise measures of assistance and money. Your Worships' words and promises have been very fair, in consequence whereof we provisionally surrendered to you the Tapsters Excise on the pledge, that then your Worships would furnish means, and take care, that the Ministers of God's Word should have their salaries paid to them. In addition to this, we have given up to you the ammunition, materials and pioneers' tools sent to us, all on the promise of restitution or payment, which even are now missing, so that we cannot go on with the repairs of the Fort as the present conjuncture imperatively demands. And it is moreover to be apprehended, in case we be visited, that, for want of repairs and defence of the outer constructed work, our own arms and cannon, planted last year on the outer works, contrary to our wish and advice, more as an injury than defence, will be turned against us. Therefore we again request, in case, according to your Worships' representation, the outer works cannot be repaired and defended, that the cannon be removed and brought back from there, where they are of no service and can do only harm or damage, to this Fort, which we under God are determined to preserve and defend as long, as God will be pleased to vouchsafe his blessing thereunto.

Furthermore we request that, according to duty and promise, the small arms and pioneers' tools furnished you, may be either returned or paid for to the end, that we may raise some men and arm them for the better defence of this government and its fort, which have been committed

to our care ; also that the clergymen may be paid their salaries due since your W. have received the Tapsters Excise granted you provisionally on that condition.

Whereupon we rely, but in case we are disappointed, we hold ourselves guiltless before God and the whole world of the calamities which will befall us and our good subjects.

Done New Amsterdam this 8 June, 1654. Beneath was :

Your Worship's affectionate friend & Governor.

P. Stuyvesant.

Questions submitted by the Director General and Supreme Council.

First, it is asked, Whether the Burgomasters and Schepens are resolved and inclined in case the outside people refuse, to assist to the utmost in fortifying, maintaining and defending this Capital, Chief City, and in case of alarm, the circumvallation, and then at the last extremity, this Fortress, for the honor of our Nation and Supreme Magistrates, as we, the Director General and Council, here, by our signatures, promise and in the presence of God, swear to do, *So truly Help us God Almighty*.

Burgomasters and Schepens of the City of New Amsterdam answer, On the first point : That they are willing to assist, according to their ability, in fortifying and defending this City—New Amsterdam.

Secondly. As the propositions repeatedly submitted by the Burgomasters and Schepens, that the Outside people ought also to lend a hand to the work, as well in constructing and repairing, as in defending, are considered by the Director General and Council reasonable and just, therefore the Director General and Council are well disposed to command the same by public proclamation, as they can very well judge, that it is no more than reasonable and fair that, in return for the services and expeditions rendered and got up three @ four times last year by the Burgomasters and Schepens for the Outside people, the latter should again help to fortify and defend this City, the rather as the same serves and tends as much to their own preservation and freedom, as to the preservation and freedom of the Burghers. But in case it comes to pass, that they remain absolutely obstinate and refractory, which the Director General and Council do not expect from all, will the Burgomasters and Schepens co-operate with the Director General and Council in punishing the disobedient as they deserve.

On the 2<sup>d</sup> They concur in the necessity of such a Placard, and if

any unwilling persons be found within the jurisdiction of this Court of Justice, they will assist in constraining such thereto according to their ability, which other Courts under Your Honor's Government are equally bound to do.

Finally and lastly. Will they together with the Director General and Supreme Council begin precisely next Monday, to put the hand to the work, and persuade and induce as many as they can of the Burghers of this City to assist ?

On the 3<sup>d</sup> They will employ all diligence and means, to commence the work most speedily, providing sound and proper Resolutions be first adopted as to the manner the works are to be constructed and made.

Thus done in Court at the City Hall, New Amsterdam this 13<sup>th</sup> of June, 1654.

Arent van Hattem 1654, Martin Krigier, P. L. vandie Grift, Wilh : Beeckman, Pieter Wolfersen, Oloff Stevensen.

Thus done at the Meeting of the Hon<sup>ble</sup> Director General and Supreme Council held in New Amsterdam, New Netherland this 13<sup>th</sup> of June A<sup>o</sup>, 1654.

(Signed)

P. Stuyvesant.

And By order of the Hon<sup>ble</sup> Director General and Supreme Council.

(Signed)

Cor<sup>d</sup> Van Ruyven, Secretary.

City Hall, Monday, June 15, 1654.

Thomas Stevenson, pltf. v/s Thomas Hassardt, deft., declares, that having a dispute with Abram Frost, he therefore instituted his action before the Court at Newtown and the case being opened, deft. Hassardt being one of the Magistrates, stated in Court, that he pltf. was a sharper, of which the other was appealed to as witness ; demands proof thereof, or reparation of character. Deft. answers, that he did not know what pltf's claim was ; and therefore is not ready now for his defence ; requests time to answer. Deft's request is granted. and time is given until the next Court, when parties can deliver their plea and defence in Dutch.

Jan Cornelisen, pltf. v/s Geurt Coerten, deft. Both in default.

Jan Nagel, pltf. v/s Sybout Clasen, deft. For payment of a certain account, sold by Jan Schut, his wife's deceased husband, to Jan Jansen, cheesemonger, to be collected in Holland, from which cheesemonger he

pltf., as his Attorney, had an order on deft. by letter of the 10th March, 1653, to be paid by him here. He demands therefore, that deft. be condemned to pay. Deft. acknowledges, that he has in his hands the unsettled affairs of J. J., cheesemonger, in this country ; but he has not to this day received anything, and having seen the aforesaid letter, requests a copy thereof, offering pltf., in satisfaction of his debt, to give him as payment certain obligations and notes or to do the best himself to collect the same, for which he demands time. Pltf. accepts in payment a note of Pieter And' for fl. 80, which he has already in possession, and a note of Jan Masten for 200 lbs. of tobacco to be received at current price, and deft. Sybout Clasen, engages to pay the remainder without exception between this date and the next Fair, wherewith parties are satisfied.

Johannes Eeraert, pltf. v/s Warnae Wessels, his master, deft. For discharge from service, because his master, to whom he is hired for 5 years, treats him rudely and ill ; scolding, threatening and beating him. Deft. denies, that he ever ill-treated or ill-used his servant, but says, that he is obliged sometimes to correct him for his bad words and disobedience ; concludes, as he has given him no cause, that his servant must be held to remain in his service. Parties having been heard, also the witnesses of the treatment, produced by deft., Burgomasters and Schepens decide and order pltf. Johannes Eeraert, to go to his service and perform the same and his master's command faithfully ; and deft. as his master, is ordered and admonished to accord to his servant all that is reasonable, and to impose nothing improper on him, and to conduct himself reasonably and void of complaint.

Evert Duyckinck, pltf. v/s Cornelis van Dort, deft. For payment of fl. 40 according to judgment. Pltf. prosecuting his attachment served on Jacob van Couwenhoven, requests, that the same may be declared valid, and that he be authorized to lift his money. Deft. confesses the debt, but says, that he does not owe pltf. beavers, which are due him there ; excepts, that he has received no payment for the gun-carriages he has made, and therefore cannot pay, yet is willing, that the attachment shall remain in force, until he shall be paid wampum, or his aforesaid claim, in order then to pay pltf., wherewith parties are satisfied.

Joost Carelsen, pltf. v/s Thomas Adamsen, deft. Deft. in default. Pltf. prosecuting the attachment on deft's sloop for earned monthly wages and disbursements being 160 gl. due him ; requests that the attachment

be declared valid. The Court for contumacy declares the attachment valid.

Olof Stevensen, pltf. v/s Cornelis Jansen Coele, deft., declares, that according to a letter from Jannetie Tompesy, the sister of Sander's wife, a hogshead of tobacco from South River had been shipped for him in deft's sloop ; requests, that deft. be ordered to deliver the same to him. Deft. admits, that he had received a hogshead of tobacco from the same, but he had received it from her on his own account. Pltf. demands due proof thereof. Parties having been heard, Burgomasters and Schepens decide, that the hogshead of tobacco in question entrusted to deft. Cornelis Jansen shall as yet remain in his possession, provided he give good security, until a letter be received from the husband of Jannetie aforesaid, as to whom the tobacco was shipped, with which information parties on both sides shall be satisfied, but the tobacco shall now be inspected and weighed by Mr. Olof and in default of bail, shall be delivered to Mr. Olof under bond as before.

Richard Bridnel, pltf. v/s William Harck, deft., demands by petition the remaining payment for land sold to deft. according to the agreement entered at the last session of the Court of Burgomasters and Schepens ; also that deft. be condemned to pay him the costs, since he has been waiting here an entire week on the case. Deft. states, that by the contract it was arranged to retain certain 10 pounds sterling for the claim of the Indians, and that they had agreed only about the claim of W. Schodder's land ; offers to pay pltf., if he will declare on oath, that any mention or agreement was made of any other matter, than the claim of Schodder's land. Bridnell, pltf., offers to swear that the four pounds sterling covered all claims. Burgomasters and Schepens having heard parties on either side decree, that they shall be bound to observe on both sides the agreement they made with each other on June 8 and which they caused to be registered in our Court. Pltf's further claim for expenses incurred is dismissed.

On the 15 June 1654, Michiel Jansen, residing at Pavonia within the jurisdiction of this City of New Amsterdam, appeared before the Court of Burgomasters and Schepens of the City aforesaid, stating that he intended, for the accommodation of the neighborhood there to brew some beer, and as it would be very inconvenient to give in a return of the same every time, and to procure the excise permit agreeably to the Ordinance,

he wished therefore to make an agreement with the Burgomasters and Schepens about the excise, which being granted, Burgomasters and Schepens agreed with Michiel Jansen for one year, that for all beer he shall brew and sell at the aforesaid place, he shall pay into our Treasury the sum of fifty guilders ; each half year one half ; and he is moreover allowed, for the convenience of any persons going over there, also to sell them beer by the small measure. But he shall pay in addition the legal excise on all beer, that he may deliver at this or any other place to Tapsters or other persons. Thus done and agreed at the aforesaid Session. Actum as above, New Amsterdam in New Netherland.

Thomas Hassardt, deft. v/s Thomas Stevenson, in a case of slander, appeared on June 22 before Burgomasters and Schepens, and requests copy of Thomas Stevenson's accusation, which is granted him, to answer thereto in writing in Dutch on the next Court day. Done as above. By order of Burgomasters and Schepens.

(Signed)

Jacob Kip, Secretary.

Burgomasters and Schepens of the City of New Amsterdam have, by plurality of votes, nominated as Administrators of the moneys, which shall be raised from the Merchants for the construction and repairing of these works the Worsh<sup>d</sup> Olof Stevensen and Pieter van Couwenhoven in order, that one may be selected therefrom by the Hon<sup>ble</sup> Director General and Council to disburse with the person, whom the Hon<sup>ble</sup> General and Council shall appoint from their Board the moneys raised as aforesaid according to order. Done New Amsterdam in New Netherland, this 16 June, 1654.

By order of the Burgomasters and Schepens of the City New Amsterdam.

Jacob Kip, Secretary.

Copy.

Whereas the Director General and Council have in consequence of the current and continued reports, thought it highly necessary and proper to think of the prompt and speedy security of this place, as well by constructing necessary new works, as repairing the old ones, both of the Fort and of this City ; for which purpose some workmen have been sent for and engaged ; Therefore it is necessary, to pay close attention so, that lazy labor may not defraud the day's wages. The following persons are hereby authorized, commissioned and appointed :

Overseers and Superintendents of the works on the Fort—Hon<sup>ble</sup> Nicasius de Sille, Councillor, Mr. Arent van Hattem, Burgomaster.

Overseers and Superintendents of Works of the City New Amsterdam—Hon<sup>ble</sup> La Montagne, Councillor, Capt. Crigier, Burgomaster, Poulus Leendersen, Schepen.

Overseer and Superintendent of Carpenters, Pieter Wolfersen, Schepen.

Overseer of the Brush and Woodcutters, for Gabions—Willem Beeckman, Schepen.

Paymasters—Oloff Stevensen, Schepen, Cornelis van Ruyven, Secretary.

And the workmen are to this end, ordered and commanded to obey the above-mentioned Superintendents as well particularly as generally, and to execute with fidelity and diligence all the work assigned them by the aforesaid Overseers and Superintendents, and the account of their wages being made up every Wednesday and Saturday afternoon, and the signatures of said Superintendents exhibited and shown to us, they shall receive from us an order to be paid by the Treasurers and paymasters. Done, New Amsterdam, New Netherland this 16 June, 1654.

(Signed)

P. Stuyvesant.

Beneath was : By their order :

(Signed) Cornelis Van Ruyven, Secretary.

City Hall, Saturday, July 18, 1654.

On the date hereof, Burgomasters and Schepens of the City of New Amsterdam, in conformity with the following letter, cause to be published and affixed at the City Hall after the usual preliminary ringing of the Bell, the (Proclamation of) Peace, which has been concluded between the Republics of England and Holland according to the printed copy. Copy.

The Director General and Supreme Council of New Netherland.

Worshipful, Worthy, Dear, Particular :

This serves to convey the Proclamation of Peace, Union and Confederation made and concluded on the 15<sup>th</sup> of April last at Westminster, between Mess<sup>rs</sup> the Commissioners of the Lord Protector of the Republic of England, Scotland and Ireland on the one part and the Ambassadors of their Noble, High and Mighty the Lords States General of the United Nether-

lands, on the other part. Which Proclamation, sent us by their said Noble High Mightinesses, we have thought proper to communicate hereby to Your Worships, charging and commanding you, to cause the said Proclamation of Peace, Union and Confederation to be published and affixed, where it is customary to be done, and the contents thereof, according to its form and tenor, you are to have observed and obeyed in good faith by all, who are or may be placed under you. Wherewith ending, we commend Your Worships to the gracious protection of the Most High. New Amsterdam in New Netherland this 17<sup>th</sup> of July A<sup>o</sup> 1654.

(Signed)

P. Stuyvesant<sup>r</sup>.

Beneath was : By order of the Hon<sup>ble</sup> Director General and Supreme Council.

(Signed)

Corn<sup>s</sup> van Ruyven, Secretary.

The superscription was :

Worshipful, Worthy, Dear, Faithful, The Schout, Burgomasters and Schepens of the City of New Amsterdam, with Proclamation.

Resolved by Burgomasters and Schepens, that Mr. Marten Crugier shall enquire of the Hon<sup>ble</sup> Director General, whether any despatches or any other letters have come inclosed in his letter from *Patria* from the Directors or others for the Burgomasters and Schepens, or this City of New Amsterdam, by the ship *Schel* recently arrived, and make report thereof to the Board.

Mr. Marten Crugier reported that no such letter had arrived, as the General declared.

City Hall, Tuesday Afternoon, the 21 July.

Burgomasters and Schepens of the City of New Amsterdam being assembled by order of the Hon<sup>ble</sup> Director General, there are

Present,—Messrs. Arent van Hattem, Marten Krigier, Poulus Leendersen vandie Grift, Pieter Wolfersen, Wilh : Beeckman and Oloff Stevensen.

They were called together by the Hon<sup>ble</sup> General for the purpose of delivering to the Burgomasters and Schepens aforesaid the Despatch arrived in the ship *Goude Beer* from Mess<sup>rs</sup> the Directors for them, which was done.

At the same time the person of Jacob Corteljouw was proposed by the Hon<sup>ble</sup> General to the Burgomasters and Schepens, as Schout.

Copy of the Despatch from the Lords Directors.

Worshipful, Respected, Worthy, Dear, Faithful :

What we have resolved on the points, which Your Worships proposed to us in your last, you can see in the accompanying Extract, which we have thought proper to send you as our answer, with order that you regulate yourselves according to its import as far as it concerns you.

But on the present occasion, we cannot omit making known to Your Worships, that it appeared strange to us that you or some of you, should suffer yourselves to be stirred up by the disaffected so far, as not only to assist in organizing an independent Assembly without authority, but moreover to send in remonstrances, which we consider in the present circumstances to be very inexpedient, however advantageous it might otherwise be. We write more fully to the Director General and Council our opinion on this subject, which in season will be communicated to you, recommending and charging you nevertheless in the meantime to demean yourselves quietly and peaceably, submitting to the government, under which you are placed and in no wise permit yourselves to hold private conventicles with the English or others, whether it be in form of deliberation over matters of State, which are none of your business, or what is still worse, to attempt an alteration in the State and Government thereof ; against which we wish to warn and admonish you beforehand, previous to our making other dispositions therein. Trusting then, that you will discharge your duty and obligation, we shall conclude, and commend you to the protection of God. Amsterdam this 18 May, 1654.

Beneath was : Your Worships' good friends, The Directors of the West India Company, Chamber at Amsterdam.

(Signed)

Ab<sup>t</sup>. Wilmerdoncx.

At the end was : To the Burgomasters and Schepens of New Amsterdam.

The Superscription reads as follows :

Worshipful, Respected, Worthy, Dear, Faithful

The Burgomasters and Schepens of the City  
of New Amsterdam in New Netherland.

Here follows the Extract or Annexed Paper.

The Directors of the Incorporated West India Company, Chamber in Amsterdam, having examined the annexed points, have resolved thereupon, what is noted in the margin of each.

Abstract of the Letter of the Burgomasters and Schepens of the City of New Amsterdam without date.

They write that their Instruction is altogether too constricted and too limited, being unable on that foundation properly to govern their municipality; request that another be granted to them from here not quite so limited, but agreeing as much as possible with the form of government of the City of Amsterdam here, to which an answer is expected.

Burgomasters and Schepens of New Amsterdam will draw up and deliver to the Director General and Council the points, on which they desire some amplification or moderation.

Item. They desire also the choosing of a Schout or at least the nomination of a double number; Fiscal Tienhoven fills indeed the said office, but with as little satisfaction to the Burghers (who have sent in a petition on the subject) as respect for themselves.

\* The office of the Schout shall from henceforth be separated from that of the Fiscal, but the appointment to said office shall be by the Director General and Council, according to the order given him.

Item, that a Separation of Jurisdiction both in civil and criminal cases, be made between the Company's Fiscal and the Schout.

\* Regard will be had to this, in making out the Instruction.

That the Director has indeed granted them the excise of wines and beer, but on the condition to maintain out of it the civil and ecclesiastical Ministers, which is impossible, as it can pay only one third exclusive of keeping up the City's works, etc. They therefore desire a grant of the said excise without limitation, and that they also have authority (wherewith the Commonalty have declared themselves satisfied, as is to be seen, by Appendix No. 5) to lay some new imposts, such as that of a small seal etc.; in like manner also the farming of the Ferry from that place to Breuckelen, in order to raise therefrom in the first place the borrowed moneys amounting to about fl. 9000 expended in constructing the works and fortifications.

\* Marginal notes in original.

\* The request, that they may not be obliged to pay the salaries here alongside mentioned, is declined ; yet in case the Burgomasters and Schepens are inclined to lay any new small excise or impost with consent of the Commonalty, the same is allowed, unless the Director General and Council have any reasons to the contrary, which they shall in such case transmit in writing to be then further examined.

Item. That they may be also authorized to execute transports and deeds of conveyance of houses and lots sold within that City and its liberties, and likewise mortgages, and that accordingly a City Seal, different from the Provincial Seal may be sent them.

\* Fiat ut petitur, on condition, however, that the same shall include only houses and lots situate within the City, and in no wise extend to houses and lots without the same ; that also the Director General and Council be not hereby deprived of the power heretofore conferred on them to dispose of the lots already granted, and which remain vacant. In like manner Burgomasters and Schepens shall, when required, be obliged to furnish the Director General and Council return of the transports, deeds and incumbrances executed before them. An order is given for making a City Seal.

That there be sent them in this dangerous conjuncture a good quantity of munitions of war, including some muskets of  $3\frac{1}{2}$  feet barrel to be distributed in time of need among the Citizens.

\* The annexed request is denied. The Director General and Council must be applied to for all necessary provision, to be by them distributed wherever it may be necessary.

Finally they say, as, in this capacity, they own no property there, but must hold their Session in a house belonging to the Company, so they request that this may be granted them as a gift, or else be conveyed to them at a reasonable valuation.

\* The house here alongside mentioned, is granted to the City, to be appropriated to the use of the Regents for the time being, and for their business, but no one shall claim from this any right to it individually, or to alienate or mortgage it collectively.

\* Marginal notes in original.

City Hall, Friday, July 24, 1654.

Extraordinary Session at the instance of Jan J : Jongh.

At this session it is resolved and unanimously determined, that from this time forth until it be otherwise ordered there shall be paid for every Extraordinary Session, that parties wish to have out of the ordinary Court days, to wit : for each member of the Council, four guilders ; for the Secretary a like four guilders, and for the Court Messenger two guilders, and that by the person, who calls for the Session. Thus done and provisionally resolved.

Dated as above : N. Amsterdam in New Netherland.

Jan Jansen d' Jongh, pltf. v/s Cap<sup>t</sup> Jan Jacobsen, deft., declares, that deft. has slandered him by saying, that he had sold the brandy had of deft. for more than he allowed him in the account, whereof pltf. demands proof or in default, due reparation of character according to petition. Deft., Cap<sup>t</sup> Jacobsen, answers, that he heard from Adriaen Keyser in presence of Cornelis Coenraetsen, Jacob Vis and Abram La Nooy, that Jan Jongh had sold not only one, but more ankers of his brandy for 9 and  $9\frac{1}{2}$  beavers each, and brought only 7 beavers per anker into the account, without specifying to whom, whence it would follow that he had traded unfaithfully. Pltf. replies, that he had sold only 2 ankers of brandy, to wit : one to Teunis Kray and one to Nicolaes Terhaer for 8 beavers, which he has credited in his last account, and offers to summon the persons to whom it was sold, into Court to testify, how much they had paid therefor. Adriaen Keyser having been summoned to Court, appeared and declares that he heard from Nicolaes Terhaer, that he had paid Jan Jongh for one anker brandy 8 beavers and a piece as half a beaver, and that it is probable that through haste or carelessness he might have thoughtlessly said, that he had sold for  $9\frac{1}{2}$  beavers per anker according to the declaration of D. Provoost and D. V. Schelluyne, but does not know anything about it. Jacob Vis declares in Court, that he heard A : Keyser say in conversation with Cap<sup>t</sup> Jacob, that Jan Jongh had sold the anker of brandy at  $8\frac{1}{2}$  and also for  $9\frac{1}{2}$  beavers and that he could prove it. Abram La Nooy being also heard, says that he cannot say precisely, what words passed, as he was passing to and fro, and paid no attention to the conversation.

The Court proposed to Jan d' Jongh, whether he would leave the

dispute to Commissioners, or otherwise? Answers, he is well disposed to settle in amity and friendship, but under no circumstance will he suffer his reputation, name and fame to be in the least injured, but must be honorably repaired, and that he holds Cap<sup>t</sup> Jacobsen as the man. Cap<sup>t</sup> Jacobs has the same proposition made to him for the settlement of the dispute. He answers, that the dispute does not concern him, saying only that he had heard so, which he has proved or can further prove. Parties and their points on either side having been heard and every thing having been attended to, Burgomasters and Schepens by reason of their not being able to bring about an accommodation, order Cap<sup>t</sup> Jacob to produce proof, that Jan Jongh had sold the brandy for more than he allowed him in the account. And that Jan Jongh shall deliver in particulars of the account, specifying to whom the brandy was sold, and that by the next Court Day.

Dated as above.

City Hall, Monday, July 27, 1654.

It is resolved in Court to send the following letter to the Honorable, the Directors, in the ship King Solomon.

Right Honorable, Wise, Prudent Lords and Patroons :

It has given us great pleasure, that Your Honors have been so well pleased with our plain and humble petition, that we enjoy the fruits thereof and have been admonished for the best. Most sincerely thanking Your Honors for the benefits conferred on this City, we acknowledge ourselves bound to regulate and comport ourselves agreeably to the tenor of Your Honors' rescript.

The displeasure Your Honors feel, because we or some of us have suffered ourselves to be stirred up by the disaffected to the organization of an Assembly without authority, we hope will be removed and no longer rest upon us, whenever you will be pleased to cast your eyes on the order, which the Director General himself was pleased to give. Your Honors may rest assured, that we have never associated with disaffected persons and we know none such of our Nation in these parts. We have never thought of demeaning ourselves otherwise, than quietly and peaceably under the Government placed over us, which we have always endeavored and still design to do, regretting that such an opinion is enter-

tained of us, as if we meditated holding private conventicles with the English, or others, or deliberating on matters of State, or what is still worse attempting to make a change in the State and in the Government thereof, when we had no other object in view, than humbly to petition Your Honors and to represent to the best of our knowledge the state and condition of this country, since, in our opinion, necessity most imperatively demanded it ; all, however, with no other design than to wait Your Honors' gracious favor thereon for the advantage of the country, as in your wise discretion you might determine.

We as well as the entire body of Citizens have (without boasting) cheerfully volunteered and zealously forwarded the outer and inner works for the defence and preservation of these lands and kept watch and ward and executed whatever else was required according to the pleasure of the Director General and Council ; as is proved by the propositions made by the Director General and Council in the month of June and what then took place. Having comprehended Your Honors' orders and pleasure, we were but too ready to obey them. Therefore we expect, that all will be received and considered by Your Honors, so as the same may in your wise discretion, be found conducive to the general good, peace, quiet and especially to the removal and dispersion of hatred and passion, so that as we are now at peace with our neighbors, true and sincere Christian love may be practised and indeed exhibited towards our superiors and in return towards us and the Commonalty.

God keep your Honors' persons long in health and prosperity ruling unto salvation. Amen.

Your Honors' faithful subjects

Done at our Meeting      The Burgomasters and Schepens of the  
holden the 27 July, 1654.      City, New Amsterdam, in New Netherland.

Arent van Hattem

1654

P. L. vandie Grift

Wilh : Beeckman

Pieter Wolfersen

Oloff Stevensen

City Hall, Tuesday, the 4 August, 1654.

Schout van Tienhoven delivered a certain writing from the Director General and Council together with the Order for Thanksgiving for the peace

and also the printed Placard about building on the lots within this City and the Placard about buying and taking possession of lands without the knowledge of the Director General and Council, requesting, that they may be published by the Burgomasters and Schepens, which Placards and the Day of Thanksgiving were accordingly published in front of the City Hall after the ringing of the Bell.

The Letter of the Director General and Council to the Burgomasters and Schepens is as follows :

Copy. The Director General and Council have at different times and on different occasions reminded both the late Selectmen and the present Burgomasters and Schepens of the urgent necessity, as it is customary in other countries and especially in our Fatherland, to devise and consider of some ways and means, whereby Civil Government, Divine Service and the Militia may be maintained and supported and their Officers be deprived of all cause of complaint ; but although the Director General and Council have shown the necessity clear as the day, yet up to the present time, they have not received any satisfactory answer thereto, nor yet any evidence of inclination and disposition towards urging on such a necessary and customary matter, but the Burgomasters and Schepens on fair promises without any result last year, have, as is to be seen by their own petitions, obtained from the Director General and Council the revenue from the Tapsters' Excise for their own Treasury, on condition, that the Clergy should be paid and satisfied therefrom, and that Burgomasters and Schepens should provide something additional for the said purpose, wherein Burgomasters and Schepens have not only failed up to this date to do either the one or the other, but up to this time they have not vouchsafed any answer to the Director General and Council on the order given to the Burgomasters and Schepens for the behoof of the Ministers, much less any account or proof, of what has become of the proceeds of the Tapsters' Excise (before this always collected into the General Treasury). The Director General and Council are therefore compelled by their office and duty at the direction of their Lords Patroons, once more to remind the Burgomasters and Schepens of the necessity of some provisions for the maintenance and support of both the civil and ecclesiastical Ministers and of the Military, whom the Hon<sup>ble</sup> Company have sent by the last ships and a larger number of whom are still expected. Whereupon Burgomasters and Schepens will

please, without any further dilatory exceptions, to provide their quota pursuant to the orders and letters of the aforesaid Lords and our frequently repeated remonstrance and at the same time to order their Secretary and Receiver to furnish us an answer by next Monday together with an account of the receipt and expenditure of the Tapsters' Excise. Whereupon we rely. Thus done in the Session of the Hon<sup>ble</sup> Director General and Supreme Council held in New Amsterdam in New Netherland this 2<sup>d</sup> of August, 1654.

(Signed) P Stuyvesant.

Beneath was : By order of the Hon<sup>ble</sup> Director General and Supreme Council.

(Signed) Corn<sup>s</sup> van Ruyven, Secretary.

Burgomasters and Schepens appointed Poulus Leendersen vandie Grift and Oloff Stevensen with Secretary Jacob Kip to prepare the account of the expenditures incurred last year on the public works, by next Monday, also the Receiver shall briefly make out the balance of the Excise and then communicate the same to the Hon<sup>ble</sup> General together with the Resolution adopted on the letter, and likewise verbally to propose some points. Done as above at the Session aforesaid.

On the judgment of Antony Jansen v/s William Strengwits, apostilled : At the request of A : Jansen, the Sheriff is authorized and charged to execute the said judgment according to law. Dated 31 July, 1654.

Signed by the President A : v. Hattem : and by order of the Board of Burgomasters and Schepens.

Jacob Kip, Secretary.

Burgomasters and Schepens of this City of New Amsterdam, assembled (except Marten Crigier) having examined a certain letter addressed by the Director General and Council, dated August 4, on the subject of finding some subsidy, and also to provide for the payment of the quota of the constructed public works, have made an estimate of the expenses incurred and claim, that the outer and inner works constructed this and last year for the defence of the country, will amount to about sixteen thousand guilders ; wherein they are resolved together with the other Courts of Justice to make up their quota, which they claim will amount to about three thousand guilders for their share, and they do engage to furnish the same provided, that the Director General and Council shall authorize the

Burgomasters and Schepens to lay a tax on real estate under the jurisdiction of this Court of Justice, wherever they find it. Thus done and resolved at the aforesaid Session this 10 August, 1654, New Amsterdam in N. Netherland.

Arent van Hattem, 1654, P.L. . vandie Grift, Wilh : Beeckman, Pieter Wolfersen, Oloff Stevensen.

City Hall, Monday August 10, 1654.

Jan J: de Jongh, pltf. v/s Cap<sup>t</sup> Jacob, deft. Cap<sup>t</sup> Jacob, deft., being in default Jacob Vis appeared in his place. Pltf. persists in his previous demand and gave in according to the order of 24 July last a full specification, when, to whom and how the wine, he had of Cap<sup>t</sup> Jacob, had been sold, offering to bring the persons to whom it was sold, into Court for examination. Deft. proved by the testimony of Cornelis Coenraetsen and Jacob Vis, that A. Keyser had said to Cap<sup>t</sup> Jacob, that Jan d' Jongh had sold the brandy for 9 beavers the anker, and further not. The Court, having examined the papers, decide that copy of the items of the account be furnished to Cap<sup>t</sup> Jacob, and if he has anything to show contrary to the account, he is ordered to bring it in by the next Court day, or, in default thereof, the matter will be finally disposed of, etc. Done as above.

Thomas Hall, pltf. v/s Thomas Stevenson, deft. Deft. in default, but leaves a request for a copy of the demand in order to answer thereto at the next Court day. Pltf. therefore making his declaration as Attorney of William Robbins, living at the Fresh River in Connecticut, demands payment of 12 pounds 12 shillings English for money, which he had received from the brother of Robbins in England in the year 1641, for which he was to purchase some goods, and send them hither, as appears by a certain writing. Ordered by the Court, that copy of the declaration shall be furnished to Thomas Stevenson, deft., to answer thereto precisely at the next Court day.

Jan Vinje, pltf. v/s Poulus Heymans, deft. Deft. in default.

Adrian Vincent requests by petition permission to retail brandy and other strong liquors out of doors by the large and small measure. Whereupon is ordered : Petitioner's request is granted on condition that he pay the proper Tapsters' Excise. Dated as above, being the 10 August.

City Hall, Monday, August 17, 1654.

Jacob Kip, pltf. v/s Judith Verleth, deft. Deft. in default, but

caused to be delivered to the Court a certain writing. Pltf. prosecuting the attachment served on Poulus Leendersen vandie Grift, (for payment of fl. 30 according to judgment of January 12 last), requests, that he may lift the money according to the aforesaid judgment. Burgomasters and Schepens having examined the writing and having attended to every particular, do persist in their former judgment granted on the 12<sup>th</sup> of January, 1654, and authorize pltf. to lift the attached moneys, which is indorsed on the paper by the President.

Jan Vinje, pltf. v/s Poulus Heymans, deft., demands payment of fl. 37:10 for beer delivered. Deft. confesses the debt, and engages to pay next week without delay, which pltf. accepting, parties retire.

Jan Vinje as Attorney for Teunis Dircksen Poentie, pltf. v/s Poulus Heymans, deft., demands payment of fl. 93:10 for boards by him sold and delivered 2 years ago to deft. Deft. Poulus Heymans confesses the debt, and offers to give him an order on persons, residing at Fort Orange. Parties having been heard, Burgomasters and Schepens condemn deft. to pay within 4 weeks from date, etc.

Thomas Hall, pltf. v/s Thomas Stevenson, deft. Pltf. persisting in his previous demand, requests, that the Court will appoint arbitrators or commissioners for the purpose of examining and settling the case at the least expense and shortest delay. Deft. Thomas Stevenson delivering his answer and counterdemand in writing, says, he is satisfied with the award and decision of the commissioners to be appointed thereto. Burgomasters and Schepens of the City therefore appoint as arbitrators Cap<sup>t</sup> Thomas Willet and Mr. Isaac Allerton, who are hereby authorized, at a convenient time to be appointed by them, to examine the dispute of the parties, and, if practicable, to bring them to an accommodation and to make an award according to the circumstances of the case or otherwise to report to the Board their opinion in writing.

Gerrit Jansen Klinckhamer, pltf. v/s Lourens Cornelis vander Wel, deft., demands payment of fl. 24 for earned monthly wages. Deft. confesses the debt, but the question is only, whether pltf. is not bound to pay part of the loss of the scow by the mate. Parties having been heard, Burgomasters and Schepens of the City condemn deft. Schipper Louw, to pay the remaining monthly wages, whereas he acknowledges that Gerrit Jansen was not at work on the day the scow was lost, but

was exonerated by other mates, as well as by the deft. Schipper Louw himself.

Thomas Stevenson, pltf. v/s John Barcker, deft. Deft. in default.

Hage Bruynsen, pltf. v/s William Harck, deft. Pltf. declares, that he bought a canoe of the Indian for a cloth coat, that cost him 1 beaver and 1 guilder making in all 9 guilders, requesting that he may retain the canoe, which deft. has taken away against his will, or otherwise, that he be paid what he gave therefor. Deft. says, that he bought the same canoe of the Indian in the presence of Govert Loockermans and that he gave fl. 11:10 for it, which canoe Harck's mate found, and took away as if it were his own, but offers to pay the half of what Hage Bruynsen gave for it. Parties having been heard, it is decided by the Court, that W. Harck shall be bound to restore the canoe to Hage Bruynsen for which he has paid, and which canoe he has taken away without consent of Hage Bruynsen and without any claim thereto.

Francoys Doudey, pltf. v/s Jan Larens, deft. Deft. in default. Pltf. explaining his case, which is for payment in full of what was promised him as Minister of Flushing, it is decided by the Burgomasters and Schepens, that the case cannot be decided by them, but the petitioner must address himself to the Hon<sup>ble</sup> General and Supreme Council, and at the same time to the Consistory.

Antony Pietersen, pltf. v/s William Strangwits, deft. Pltf. according to previous judgment demands payment of his earned wages, being 260 lbs. of tobacco. Deft. says, that he is willing to pay pltf. on deducting the freight and duty on the tobacco. Parties having been heard, Burgomasters and Schepens condemn deft. Strangwits to pay pltf., Antony Pietersen, according to former judgment without longer delay, and he is debarred from his claim of freight and duty on the tobacco, as he was obliged to pay him before this time.

Jan Lambertsen, pltf. v/s Lysbet Pietersen, deft. Pltf's wife appearing, demands payment of 15 guilders, the balance coming to pltf. in the sale of a certain dwelling house. Deft. confesses to owe the 15 guilders, when Calebuys the carpenter, has clearly and completely executed her work, agreed for in the purchase, and then a sufficient deed must be given, claiming that she is not obliged to pay before that time. Parties having been heard, Jan Lambertsen is ordered to have the work com-

pleted according to the contract of sale, which being done, and a sufficient deed having been given, Lysbet Pietersen shall pay the remaining 15 guilders.

Roelof Jansen and Jan Gerritsen, masons, pltfs. v/s Jan Hendricks Koopal, deft. For payment for constructing a cellar under deft's house according to obligation and agreement. Deft. confesses the debt, promising honestly to pay pltf. within 14 days before the departure of the ships to Fatherland, what is due him according to contract on the condition, that the remaining work be finished, for which he promises to deliver the materials, so that there shall be no delay. Pltf. being satisfied with this, deft. is ordered to fulfill his engagements without delay.

Pieter Pietersen and Gerrit Jansen Roos, carpenters, pltfs. v/s Jan Hendricks Koopal, deft. For payment of a balance for work done to deft's house, complaining of the great damage and loss of time they sustained in not being able to go on with their work through the want of materials. Deft explains how that through remarkable hindrances he has not been able to provide the materials, but engages to deliver here within 3 weeks the timber and whatever else is wanting. And when the same is here, the carpenters promise to commence and finish the work, which being done, Jan Koopal, deft., who is now condemned, shall be obliged to pay then in full according to contract.

Whereas Cap' Jacob has now failed to answer or to bring in, according to the order of the 10<sup>th</sup> of August, what objections he may have to the account of Jan Jongh, an authentic copy whereof was placed in his hands, therefore on the urgent request of Jan Jongh for despatch of the case, Burgomasters and Schepens hereby for the second and last time once more order deft. and he is hereby notified through the Court Messenger to bring in his objection, if any he have against the said account by next Monday or in default thereof, he shall be debarred from all pretension and defense and the Court shall proceed to judgment.

Nicolaes Terhaer appeared in Court, humbly praying that his late occupation of tapping may be restored to him. Petitioner must present his petition in writing and then attention will be paid to his case. Meanwhile he is expressly prohibited from tapping without proper consent.

Whereas Roger Geeff, seaman on board of the bark called the Swallow, whereon Cap Richard Barentsen is merchant, died on the 8<sup>th</sup>

of August on the voyage from Virginia to this place, and having left little, if any, property except some old clothes and two bills of exchange amounting to the sum of 8 pounds 4 shillings English, as appears from the inventory produced to us, therefore the said Capt<sup>t</sup> Barentsen being, in the absence of any heir, the next friend, has, in order to have the body interred and debts discharged, paid divers expenses, as by bill of particulars appears to us amounting to the sum of fl. 54 : 16, and no more than fl. 30 : 8 having been realized from the property left by the aforesaid Roger, when sold by vendue as appears by account ; therefore Burgomasters and Schepens of the City of New Amsterdam have appointed and commissioned the above-named R. Barentsen administrator of the effects left by the aforesaid R. Geeff, and have put the said bills of exchange into his hands to receive the amount of them, out of which to pay the expenses and to restore the surplus to the lawful heir. In witness this is signed by the President and Secretary by order this 17 August, 1654, at the Session aforesaid.

City Hall, Monday, August 24, 1654.

The letter received through Mr. Allard Anthony per the ship from France, the superscription whereof was : To the Burgomasters and Schepens of the City of New Amsterdam, and delivered to Burgomaster Hatterm is opened in the aforesaid meeting ; it is dated 3 Nov. 1653.

William Mosbrouw, pltf. v/s Mr. Lubbert van Dincklagen, deft., demands, that deft. (of whom he has rented certain land) shall be condemned to fulfill his contract in all its parts, since he has suffered great damage thereby, and is still suffering, as he is not able to keep any seed or property dry under cover, and that he be paid for the damage he has already sustained through the non-fulfilment of the contract. Deft. says, that on account of many difficulties and obstacles arising from war he has been under great expense and therefore requests to be excused, until the arrival of the next ships from Fatherland, and maintains that he has done no damage to the tenant. Burgomasters and Schepens having heard the parties on either side and having examined the contract entered into by parties on the 8 September, 1653, do order, that Lubbert van Dincklagen is obliged without any further delay to fulfill the contract. Pltf. by way of accommodation says, that deft. may have time allowed

him, so that the house shall be ready within one month from date, but with respect to his oxen and what appertains to them these must be ready between this and Saturday next, which the Court orders deft. to do for pltf., and in respect to pltf's claim for damages sustained, he has the privilege of instituting his action hereafter.

Thomas Stevenson, pltf. v/s John Barcker, deft. Defts 2 default.

Adriaen Keyser, pltf. v/s Caspar Verleth, deft. Pltf. prays, that deft. be condemned to satisfy in full the award of the two commissioners (dated 26 July, 1654) for unsettled account. Deft. prays, that A. Keyser shall also be obliged, to fulfill the award of G. Loockermans and Jan L. Appel dated 13 January, 1654, concerning account between him A. Keyser and Augustyn Heermans and the fl. 90 : 11 : 14, according to assignment of the last of May, 1651. Adriaen Keyser says, that he knows nothing at all about Varlet, and if Augustyn Heermans has any claim, he is ready to answer and satisfy him. Caspar Verlet says, he is not satisfied with the award of arbitrators for reasons he vrebally gives, requesting they may be taken into consideration. Parties having been heard, the Court decides and orders that the previously appointed commissioners shall be summoned to meet by the first opportunity and that one of the Court, viz., Oloff Stevensen, shall be present, who is authorized then finally to decide the matters and differences.

Joost Carelsen, pltf. v/s Michiel de Karman, deft. Deft. in default.

Hendrick, drummer, pltf. v/s Antony Lodewycksen, deft. Deft. in default.

David Provoost, pltf. v/s Joost Carelsen, deft., demands payment of fl. 8 for school money. Deft. confesses the debt ; but says that Michiel Poulisen deducted the same from his rent and he thought all along that it had been paid. Parties being heard, deft is condemned to pay pltf.

Egbert Woutersen, pltf. v/s Jacob van Couwenhoven, deft. Deft. in default.

Thomas Adamsen, pltf. v/s Pieter Jacobsen, Cap' Geurt Teysen's Lieutenant, deft. Pltf. declares, that about 2 years ago on a voyage with his bark to the West Indies, he delivered out of his vessel to Cap' Geurt Tysen certain provisions and other things as by affidavit appears, upon the promise, that he should be paid for them, and setting fire to his bark, Cap' Geurt Tysen promised to give him in the place thereof, the first

vessel he should capture and as none of this has been fulfilled, he demands that deft. as Lieutenant and Attorney of Cap<sup>t</sup> G. Teysen, shall be condemned to pay him here. Deft says, that he knows nothing at all about the matter, unless he is shown the act and handwriting of the Captain ; he is ignorant what agreement pltf. entered into with the Captain and whether his claim may not have been satisfied, maintaining that in case he had any claim, he ought to have presented such before the departure of the Captain who put up a public notice and called upon every one to bring in his claim. Parties having been heard on either side, pltf's claim against the Lieutenant is for the present dismissed, but if it is legal, he may institute his suit against the Captain or the person, whom before his departure he had made his Attorney.

Whereas Cap<sup>t</sup> Jan Jacobsen (according to the order of the Burgomasters and Schepens in the matter of his dispute as deft. v/s Jan Jongh) on this date has given in his answer in writing, therefore having examined the same the Court orders, that two of the Board shall be appointed to examine the difference and settle the question by arbitration, whereunto are nominated Poulus Leendersen vandie Grift and Pieter van Couwenhoven.

On the petition of Jan Valentyn for permission to tap, is apostilled :

Petitioner's request is granted, provided he pay the proper excise, unless the Hon<sup>ble</sup> General (one of whose servants he is) object.

On the petition of N. Terhaer for permission again to tap is apostilled :

Petitioner's request shall be hereafter attended to, if he behave properly and keep his promise ; but for the present, his tapping is denied.

Auken Jansen and Christiaen Barentsen, carpenters, being summoned to Court about the sheet-piling which they had constructed at the Graft and is again fallen down, it was taken into consideration, that the same had caved in in consequence of the heavy rain and water ; therefore Burgomasters and Schepens have agreed with the abovenamed carpenters to pay for reconstructing it and bringing it again in good condition the sum of 32 guilders (besides providing two men as diggers) on condition that all shall be done and properly repaired in a workmanlike manner, etc.

To the Right Honorable Director General and Supreme Council of New Netherland.

The Burgomasters and Schepens of the City of New Amsterdam with all due reverence and respect represent :

That on the 21<sup>st</sup> of July being assembled collegialiter at the invitation of the Hon<sup>ble</sup> Director General, his Honor did in the presence of two ministers, Dominies Megapolensis and Driesius, call their attention to the letter of the Directors of the Chamber of Amsterdam, the Lords and Patroons of this Province of New [Netherland, and to their request, and therefore being admonished to think no more of all that had ever passed heretofore and to live in future in all friendship, which was mutually promised. At the same time the Hon<sup>ble</sup> General delivered to the Burgomasters and Schepens a despatch sent by the Honorable Lords to the Burgomasters and Schepens, according to which we are determined to regulate ourselves and to obey all that is therein mentioned.

Therefore the Director General and Supreme Council have been pleased by a certain writing dated the 4<sup>th</sup> of August, delivered to us, partially to reprove us for certain omissions and to urge upon us the great necessity to devise some ways and means, to support and maintain the civil and ecclesiastical service and the Military, who have come in the ships from Fatherland and are still expected to arrive in others, and to make provision for the payment of the quota of all the money taken up for the making of the public walls and works, etc. ; in addition thereto that the Burgomasters and Schepens had obtained last year the receipt of the Tapsters' Excise from the Director General and Council on the condition, that the Church expenses be paid out of it and that the Burgomasters and Schepens should furnish something else as a supplement thereto.

Whereupon Burgomasters and Schepens of the City of New Amsterdam who consider nothing else, but the welfare, union and advantage of this City and their Superiors of this province, in order then first to put everything on a solid foundation, have as precursors offered as their quota the sum of three thousand guilders, as appears by Resolution of the 10<sup>th</sup> of August, transmitted to the Director General, and the other Courts contributing in proportion, they maintain, that the borrowed moneys and incurred debts can be paid off.

And whereas it has been decided by the Honorable Directors as Lords and Patroons of this Province, as appears from the 4<sup>th</sup> Article of

the despatch sent to the Burgomasters and Schepens, that the excise shall be paid into our Treasury and be there received ; Therefore we do, by these presents ; offer to take upon us to support henceforth at the expense of this City of New Amsterdam :

Of the Church—One of the Ministers, one Precentor, being at the same time Schoolmaster, one Dogwhipper (Beadle).

Of the Municipality—The Schout, both the Burgomasters, the five Schepens, the Secretary, the Court Messenger and what we further shall deem necessary to have, and the Burgomasters and Schepens in conformity with the letter of the Lords Patroons will devise some small subsidies (of which the Hon<sup>ble</sup> General and Council shall then be informed) in case the revenue shall not be sufficient.

With respect to the proposition of the Director General and Council for the support of the Military, Burgomasters and Schepens maintain, that the Burghers of this City are not able to do it, and also ought to be excused (as it does not concern this City exclusively, but the Country generally) for the reason that we and our Burghers have continually been heavily burthened with public works, expeditions, watches etc., and have proved ourselves willing and foremost in time of danger, and are obliged to defend ourselves.

And whereas the Hon<sup>ble</sup> General proposed to us on the 21<sup>st</sup> of July, 1654, the person of Jaques Corteljouw to serve in the office of Schout of this City of New Amsterdam and nothing being done as yet therein, Burgomasters and Schepens request, that the Schout may be appointed in conformity with the order of the Lords Patroons.

Whereas on last Thursday being the 27<sup>th</sup> of August, P. L. vandie Grift and Oloff Stevensen were invited to the meeting of the Hon<sup>ble</sup> General and Council in respect of certain apprehensions ; at that time it was stated by the General and Council, that their Honors were intending for the benefit of the Board of Burgomasters and Schepens to impose a tax of one per cent on all real estate ; and whereas Burgomasters and Schepens on the 10<sup>th</sup> of August last submitted to the Hon<sup>ble</sup> General an Act, wherein they engage to raise for their quota the sum of three thousand guilders with this condition, that they may raise some revenue from real estate ; therefore they have once for all resolved, to levy the one per cent on all real estate within the jurisdiction of this Court. We trust that the

Hon<sup>ble</sup> General and Council will have no objection thereto. Done at the Court of Burgomasters and Schepens (Marten Crigier and Willem Beeckman being absent) at the City Hall in New Amsterdam this 31<sup>st</sup> of August, 1654.

Aernt van Hattem 1654, P. L. vandie Grift, Pieter Wolfersen, Oloff Stevensen.

City Hall, Monday, August 31.

Present—Messrs. Arent Van Hattem, P. L. Vandie Grift, Pieter Van Couwenhoven, Oloff Stevensen and Cor<sup>n</sup>. Van Tienhoven.

The wives of Mr. Jacob and Mr. Hans, surgeons here, appeared in Court and prosecuted a certain attachment served on Jacob van Couwenhoven, Mr. Jacob's wife for the sum of fl. 194, and Mr. Hans's wife for fl. 12, for what was due thereon on a note of Richard Bolleck's, requesting that the attachment may be declared valid. The Court having seen the note, declare the aforesaid attachment provisionally valid.

Thomas Stephenson, pltf. v/s Thomas Hall, deft. Pltf. requests by petition, that deft. as Attorney of John Robbins of Connecticut shall pay him and allow him to offset the freight of his bark with interest thereon for over 10 years, being 7 pounds sterling for freight and  $\beta$  [ $\frac{1}{2}$ ] pound sterling interest, which in the arbitration of the Commissioners has not been disputed or adjusted. Deft. states, that he has no authority relative to the claim of pltf. and that he is ignorant of the matter, but says in case pltf. can prove by the handwriting of Robbins, that this is coming to him, he promises to offset and pay it, giving pltf. besides one month's time after the expiration of the Arbitrators' award to prove his claim. Parties being heard, Burgomasters and Schepens order Thomas Stevenson to prove, that J. Robbins has not yet paid the aforesaid freight of his bark and then further disposition shall be made of the matter, for which the time of ten weeks from this date is allowed him to prove the same and in case he fail to prove it within the time aforesaid he shall be bound to satisfy and pay Thomas Hall the award of the Arbitrators.

Hendrick Hendricksen, drummer, v/s Antony Lodewyckse, deft. Defts. 2 default.

Joost Carelsen, pltf. v/s Mary d' Karman, deft., demands payment of fl. 8, which he is condemned to pay to D. Provoost and which is de-

ducted in his rent. Deft. says, she paid pltf. his rent in full according to receipt ; and that she paid D. Provoost 8 gl. schoolmoney herself in the presence of the pltf. The Court order, that parties shall appear before the Board on the next Court day with D. Provoost, senior, in order to be heard on the premises.

Grietie Warnaers, pltf. v/s Daniel d' Sille, deft. Pltf. declares, that deft. promised to marry her, exhibiting deft's signet ring, which she received thereupon together with two different letters written by him to her dated 11<sup>th</sup> of May and first of June last and says she slept with him, requesting therefore, that he, deft, be condemned lawfully to marry her. Deft acknowledges that he gave the promise, but says that he has no copy of the letters written to her, yet admits that they are in his own handwriting. Parties being heard, the Court order, that copy of the letters written to pltf. shall be furnished to deft. in order to answer thereto in writing at the next Court day.

Thomas Appelgat, pltf. v/s William Harck, deft., requests, as Grandfather of the surviving child of Thomas Farrington, that deft. shall deliver up to him the goods and cattle, which he as Curator of the said child has in his possession according to the judgment of the Hon<sup>ble</sup> Director General and Council. Deft. states, that three were chosen and appointed with him as Guardians and must be summoned conjointly and offers to give over to pltf. what he has in his possession belonging to the child, provided that Appelgat shall give sufficient security for the faithful administration of the property. Parties being heard, it is ordered by the Court, that Appelgat may cite Harck and the other Guardians to appear on the next Court day and if they then are willing to deliver up to Appelgat or have no valid reason, then shall Appelgat be held to give other and sufficient security for his proper administration thereof.

Thomas Wandel, pltf. v/s Mr. Koo, deft. Deft. in default.

Jan Aryaensen, pltf. v/s Joost Goderisen, deft. Deft. in default.

Teunis Kraey, pltf. v/s Jan van Bocksel, deft. Pltf. demands payment of about 50 gl. for having caused to be made one suit of clothes with its appurtenances. Deft. acknowledges the debt, but says that he had hired himself to pltf. for 90 gl. a year, and that he was dismissed from his service in the winter ; claims half wages. Pltf. says that he put him out of his house for good reasons. Deft. wished to know the reasons, which

were ordered to be mentioned. Whereupon pltf. states that deft. had on Sunday during divine service thrown his, pltf's, little daughter on the bed according to her declaration, and had attempted to violate her, and if the daughter had not screamed, and there had been no dread of alarm, he would have accomplished his object, all which the Deft. denies. It is ordered that the officer shall take cognizance of the matter, and in the meantime, parties are ordered to bring in their specifications of accounts, and how their agreement is made.

Jan Cornelisen Clyn, pltf. v/s. Geurt Coerten, deft., demands for carpenter's work and sundries according to account the payment of the balance being fl. 17 : 12. Deft. says, that the work is not finished and when the same is done he offers to pay him what he owes ; maintains that it is now only 10 gl. It is ordered by the Court, that Jan Cornelisen shall finish his work and that Geurt Coerten shall then pay him in full all that is coming to him.

Hendrick Jansen, smith, pltf. v/s. Richard Bulleek, deft. Pltf's wife present and deft. in default.

Roelof Jansen, pltf. v/s. Jan Gerritsen, deft. Both in default.

Philip Geraerdy, pltf. v/s. Lodewyck Pos, deft. Deft. in default.

At the Session of the Burgomasters and Schepens it is resolved and decided, that both the Burgomasters and Schepens shall each draw from the receipt of the excise fl. 100 in part payment of their salaries. Therefore Jacob Kip is ordered to pay each of the Board one hundred guilders out of the excise. Done as above.

Wilh : Beeckman.

Arent van Hattem. 1654.

Pieter Wolfersen.

Martn Krigier.

Oloff Stevensen.

P. L. vandie Grift.

Pieter Jacobsen Marius, pltf. v/s Teunis Kraey, deft. Pltf. demands for Lourens Heyn payment of fl. 32, for William Hooek fl. 48 and for himself fl. 12 : 15 for duffels sold to deft. and delivered, amounting to fl. 92 : 10 according to account. Deft. answers first, that William Hooek himself promised to pay and will immediately pay ; secondly, that his wife paid Lourens Heyn ; thirdly as to pltf's demand of fl. 12 : 15 he says, that he delivered to him several years ago a canoe for it and that he is not indebted to him ; but yet if pltf. undertake and will declare, that he has not been paid, he will satisfy him. Pltf. takes upon himself to say and declare

that he has not been paid. Therefore it is ordered that T. Kraey shall pay pltf. fl. 12 : 15 for the duffels and he shall also pay Pieter Jacobsen, Attorney for W. Hooock, the fl. 48 upon taking a receipt and copy of procuration. And with respect to the demand for Lourens Heyn, the wife of Teunis Kraey shall testify on the next Court day and declare that she has paid Lourens Heyn.

This day, this 31<sup>st</sup> of August of the year 1654 appeared Poulus Leendersen vandie Grift and Pieter van Couwenhoven, appointed by Burgomasters and Schepens of this City of New Amsterdam to examine, liquidate and settle the differences in the accounts between Cap<sup>t</sup> Jan Jacobsen and Jan J. d' Jongh. They find that the said Cap<sup>t</sup> Jan Jacobsen first declared, that he has nothing to say to the account delivered to him by Jan Jongh, but that the same is just and fair ; therefore he fully approves it without reserving in the least now or henceforward any action or pretension, but releases the abovenamed Jan Jongh from all further action or claim, which may be made by him or anybody in his name. In testimony of the truth the minute hereof remaining in the Record is signed by the abovenamed Cap<sup>t</sup> Jan Jacobsen and the aforesaid commissioners. Done as above N. Amsterdam in N. Netherland.

P. L. vandie Grift and Pieter van Couwenhoven appointed by the Burgomasters and Schepens of the City of New Amsterdam to examine the differences which have arisen between Jan J. d' Jongh and Cap<sup>t</sup> Jan Jacobsen in regard to certain account of wines, that have been sold and to reconcile parties,—having heard the parties and examined the papers on both sides, have found it just, that Cap<sup>t</sup> Jan Jacobsen shall be bound to pay the costs incurred in this suit, provided that he shall hold his guarantee against Adriaen Keyser and that Jan Jongh shall pay the expenses or the treat disbursed at this arbitration, which we have found to be just. In testimony, we have signed this, this 31 August, 1654 New Amsterdam.

(Signed) P. L. vandie Grift. Pieter Wolfersen.

To my knowledge, Jacob Kip, Secretary.

We the undersigned Cap<sup>t</sup> Jan Jacobsen and Jan J. de Jongh hereby declare, that we on both sides submit to the above award of the commissioners and in the presence of the above-mentioned commissioners promise never to think of disputing, or to give one another the least trouble

in the matter, under subjection and submission to all Courts. In testimony this is signed by parties on both sides together with the Commissioners. Done as above New Amsterdam in New Netherland.

P. L. vandie Grift.

John Jacobsen.

Pieter Wolfersen.

Jan Jansen d' Jongh.

To my knowledge, Jacob Kip, Secretary.

Resolved, that the Committee on Arts, Sciences etc., cause the translation of the Dutch Manuscripts alluded to in the foregoing report, (comprising the Minutes of the Common Council of New York,) into the English Language, and that said Committee be and they are hereby Authorized to employ a proper person to make such translation provided the same can be done at an expense not exceeding fifteen hundred dollars.

Adopted by the Board of Aldermen Dec 20<sup>th</sup>, 1847.

Adopted by the Board of Ass<sup>t</sup> Aldermen Jan 17<sup>th</sup>, 1848.

Approved by the Mayor January 22<sup>d</sup>, 1848.

In pursuance of the above resolution the Committee on Arts, Sciences etc., have engaged Doctor Edmund B. O'Callaghan to translate into English the aforesaid Dutch Records or Minutes of the Common Council from 1654 to 1674.

D. G. Valentine,

Clerk of Common Council.

NOTE : The words found within [ ] in the following translation, are inserted to supply deficiencies caused either by the destruction or the illegible condition of the Original Record.

TRANSLATOR.

Monday, the 7<sup>th</sup> Sept. 1654.

Present—Arent van Hattem, P. L. vander Grift, Oloff Stevensen and Pieter Wolphertsen.

Daniel de Sille and Margritta Warners appeared in Court, the plaintiff persisting in her previous [statement]. Daniel de Sille answers briefly in writing, and [demands] that she be declared inadmissible, as she passed through her minority without the knowledge of her guardian. The pltf., Margritta Warners, further sais, that she is pregnant by him. Daniel de Sille acknowledges to have slept with her ; does not know if she be pregnant by him ; has no knowledge of her than that she ran along

the road with a can of wine one evening. Parties having been heard, the Worshipful Court decided, that P. L. Vander Grift shall take the papers on both sides and communicate the same to the Director General and Clergy, and receive their advice thereupon.

Philip Geraerdy, pltf. v/s Lodewyck Pos, deft. Both default.

Capt. Jan Jacobsen, pltf. v/s Adriaen Keyser, deft. Pltf. rendering his demand in writing, being for the costs accruing in the suit between him and John Young relative to A. Keyser's statement concerning wines which had been sold. Deft. asks for a copy of the papers to answer thereto, which was allowed and he was ordered to reply on the next Court-day.

Dirck van Schelluyne as Attorney for J. Schellinger, pltf. v/s Pieter Andriessen, deft. Deft. in default. Suit is for beavers amounting to fl. 497. With bill of particulars.

Dirck van Schelluyne, as aforesaid, pltf. v/s Tho<sup>s</sup> Adamsen and Mr. Bosser, defts. Defts. in default. Pltf. appears in Court and regretting the arrest of the Bark and Cargo for the payment of 962 lbs of Tobacco, belonging to Tomas Adamsen solely, on an obligation of Mr. Bosser and Tomas Adamsen for 3456 lbs. of Tobacco, demands that the arrest be declared valid, and as defts. are in default, that they be taken into custody until judgment be rendered. The obligation being examined, the arrest was provisionally declared valid.

Jan Adriaensen. pltf. v/s Joost Goderisen. deft. Pltf. demands payment of fl. 196. on an obligation dated 17<sup>th</sup> Sept. 1652, as he is now about to return to *Patria* and cannot conveniently wait. Deft's wife appears in Court in the absence of her husband and acknowledges the debt, and says that they find it impossible to pay at present, but promises to make the greatest efforts to discharge the debt. The statements of both parties being heard, deft. was by the Burgomasters and Schepens, condemned to pay the pltf. without delay, agreeably to the obligation aforesaid.

Arent van Hattem, pltf. v/s Andries Pietersen, deft. Deft. in default.

Teunis Kraey and Jan van Blocksiel handed in, each a certain written request, relative to their differences and the demand of Teunis Kraey. And whereas it is found that the question is only whether Teunis Kraey has legally ejected the Aforesaid Blocksiel or not, the Officer (Sheriff) is, therefore, authorized to inform himself of the complaint of Teunis Kraey,

and to tell Jan van Blocksiel that, in the meantime, he shall not depart before the question at issue be disposed of.

The Heer Tienhoven present.

Jacques de la Motthe, master of the Bark *St. Charles*, by a petition, written in French, requests payment of the freight and board of the Jews \* whom he bought here from Cape St. Antony according to agreement and contract in which each is bound *in solidum*, and that, therefore, whatever furniture and other property they may have on board his Bark may be publicly sold by order of the Court, in payment of their debt. He verbally declares that the Netherlanders, who came over with them, are not included in the contract and have satisfied him. Solomon Pietersen, a Jew, appears in Court and says that nine hundred and odd guilders of the 2500 are paid, and that there are 23 souls, big and little, who must pay equally. The Court having seen the petition and Contract, order that the Jews shall, within twice 24 hours after date, pay according to contract what they lawfully owe ; and in the meanwhile, the furniture and whatever the Petitioner has in his possession shall remain as Security, without alienating the Same.

Nicolas Terhaer by petition requests permission to act again as Taster and appears personally in Court bringing fl. 20, in payment of the last judgment. Petitioner's request being heard, Ordered, that the petitioner shall first fulfill his former sentence ; his prayer shall then be attended to.

Hans Stein, by petition, request leaves to tap half a hogshead of Brandy by the small measurs. Whereupon was endorsed : Petitioners request granted on payment of the proper Excise.

The written petition of the sworn Beer and Wine Carriers, stating that others dispose of Wines brought in the Ships, whereby they are injured in their office, having been considered, the same is postponed to the next Court-day. The Director General shall, in the meantime, be spoken to on the subject.

The Placard † relating to the sale of strong drinks to the Indians was

\* This was the first arrival of Jews in this City. They came from Bahia in Brazil, when that country was evacuated by the Dutch, Cape St. Anthony being on one side of the bay of that city.—B. F.

† This Ordinance is dated 28 August 1654, and will be found in O'Callaghan's *Laws and Ordinances of New Netherland*, p. 182.—B. F.

published, this date, from the City Hall, and affixed there, according to request, after previous ringing of the Bell.

Thursday, the 10<sup>th</sup> Sept<sup>r</sup> 1654.

Present—Arent van Hattem, Martin Krigier, P. L. Vander Grift, Willem Beeckman, Oloff Stevensen, and Cornelis van Tienhoven.

Jacques de la Motthe, master of the Bark called the [*St. Charles*] pltf. Contra Divers Jews. Read their [contract] from which it appears that they owe to the Plaintiff *in solidum* a balance of fl. 1567 for freight and board from Cape St. Anthony to New Netherland. Parties appeared and acknowledgment of the contract being made, it was by the Burgomasters and Schepens declared, that the debtors have not legally nor rightfully paid, though they have property sufficient to defray the debt; that they shall first be called upon, and their goods sold for the payment, and if these shall not be sufficient to make up the full sum, then, according to Contract, each one for all, *in solidum*, shall be called upon, until the full amount shall be paid. La Motthe was, accordingly, authorized, in case of non-payment within four days after date hereof, to cause to be sold, by public vendue, in the presence of the Officer, the goods of Abram Israel and Judicq de Mereda, being the greatest debtors, and these not sufficing, he shall proceed, in like manner with the others to the full acquittance of the debt and no further. Thus done and concluded this 10<sup>th</sup> Sept<sup>r</sup> 1654 in Amsterdam in New Netherland in the Assembly aforesaid.

Monday, the 14 Sept<sup>r</sup> 1654. In the City Hall.

Present—Arent van Hattem, Martin Krigier, P. L. Vander Grift, Piet<sup>r</sup> Wolfertsen, Willem Beekman, Oloff Stevensen and Cornelis van Tienhoven.

Johannes de Peyster, pltf. v/s Frerick Lubbertsen, deft. Pltf. in default.

Johannes de Peyster, pltf. v/s Harmen Douwesen, deft. Both in default.

Willem Mosbrouw, pltf. v/s Lubbert van Dincklagen, deft. Pltf. persists in his former demand for the fulfillment of his contract and that he be paid the damages he sustained by the non-performance thereof, inasmuch as the deft. has, as yet, put nothing on the premises. Deft. excepts, as he has no money, as yet, to defray the expense and to perform the con-

tract and requests delay. He will deliver the Oxen immediately, if pltf. be satisfied therewith, and wait for the remainder until the arrival of the next vessels. Pltf. further offers to deft. to give up the land immediately, if he pay him the expenses and improvements he made thereon ; which deft. does not accept. Wherefore the Burgomasters and Schepens adhere to their former decision, according to the Contract of Parties which must be performed, and therein the aforesaid Exception is not sustained.

Assar Leeven, pltf. v/s Ricke Nounes, deft. Pltf. demands repayment of 8½ pieces of Eight disbursed on his account at Gamoniké [Jamaica] and fl. 15 for a Waistcoat and other things delivered to the Defendant. Deft. acknowledges to have borrowed 5 pieces of Eight at Gamoniké, and 7 fl. advanced to her husband, but demands, on the other side, payment of 12 pieces of Eight disbursed for freight for the plaintiff, with other items making together fl. 41.11 so that by account a ballance remains due her of fl. 22.5. Pltf. maintains that the 12 ps. of Eight were not disbursed, but goods only ordered to the amount of 10 pieces and not paid ; and that he is not indebted any more. The Worshipful Court referred the Parties to two Arbitrators, Sieur Govert Loockermans and Sieur Johannes de Peyster being appointed as such, to examine the accounts and differences on both sides, and if possible to bring about an agreement ; otherwise to deliver into Court their opinion in writing.

Teunis Juriaensen pltf. v/s Paulus Heymans Wife, deft. Both in default.

Isaack De Foreest, pltf. v/s Lodewyck Pos, deft. Both in default.

Jacob Stoffelsen, pltf. v/s Ide van Vorst, deft. Pltf. sais that deft. lays claim to half a negro, whom he received from Capt. Geurt Tysen and his company, in return for a feast given to him at which two sheep were eaten, and Ide van Vorst also had two sheep at her wedding. He maintains that the deft. has no right to the negro, but that he belongs solely to him. Defend' answers, that by deed of sale of their Mother's property, the just half of all belongs to her and her sister. She therefore insists that half the negro belongs to her, and demands the same, acknowledging that the sheep were shared by both sides. Parties being heard, the Court decides—that inasmuch as the negro was given by Capt. Geurt Tysen and his Company to Jacob Stoffelsen, the same does not belong to the estate. The negro was accordingly declared to appertain to Jacob Stoffelsen and

not to the Estate. But Jacob Stoffelsen must duly prove, that he gave some value to Capt. Geurt Tysen and his Company for the negro out of the estate, whenever any further dispute arises thereon.

Mr. Coe (summoned by Thomas Wandel,) being present . . . appeared in Court, and claimed that . . . attacked him, requesting that the same be noted.

Maryn de Voos and John Perie arrived from . . . request respectfully, that they be permitted to sell Wine and Beer by the small measure. Whereupon was endorsed : The request of the Petitioners to tap wine and beer is granted on payment of the proper excise, and comporting themselves like others.

A. Keyser answers in writing the demand of Capt. Jacob on last Court-day, whereupon was indorsed : Copy hereof is granted to the party to reply thereto.

On the urgent petition of Lambert Huybertsen, Cornelis Hendricksen, Roelof Jansen Vonck and John the Englishman, who appear in Court, the Burgomasters and Schepens have ordered Jacob Kip to pay them on the general account fl. 112. from the Excise fund, in Payment for the carriage of a gun made by them.

Item—fl. 58. to Joh. Pieter Verbrugge to pay for beer at the bonfire for the victory, according to order.

Sieur Cornelis Schut, Merchant and the Captain of the Ship called *Lady Maria*, appeared in Court, and complained that their crew refused to proceed to Spain or the Islands, (because no freight could be obtained according to their resolution) and that they all disembarked and left the ship. Whereupon the pilot, boatswain, boatswain's mate, carpenter, and all the other sailors, both Dutch and French, appearing in Court were heard, who maintained that they were not bound to sail except to France or Holland, and therefore prayed that they be here discharged from their service, whereas they undertook the aforesaid voyage by the month. Whereas no other sailors can be had here, those, who have been hired are bound according to the Navigation Laws, to proceed on the aforesaid voyage, the same not being to a dangerous place, and are ordered to fulfill their engagement and duty, or those who are wholly unwilling or disinclined shall be holden to provide substitutes in their places. The merchant aforesaid promised them a ton of groats, to induce them to forget

all former differences, if they, with God's help, complete the voyage, and perform their duty, which they promise, and thus they all agreed together. Done at the meeting aforesaid.

Extraordinary Meeting holden on Wednesday the 16<sup>th</sup> Septemb<sup>r</sup> 1654 at the City Hall.

Present,—the Heeren Arent van Hattem, M. Krigier, P. L. vander Grift, Pieter Wolfertsen, Oloff Stevensen and Cornelis van Tienhoven.

Jacques de la Motthe, master of the Bark called St. Catrina,\* pltf. contra David Israel and the other Jews, according to their signatures, defts. Touching the ballance of the payment of the passage of the said Jews, for which each is bound *in solidum*. Whereas their goods sold thus far by vendue, do not amount to the payment of their obligation, it is, therefore, requested that one or two of the said Jews be taken as principal, which, according to the aforesaid contract or obligation cannot be refused. Therefore he hath taken David Israel and Moses Ambrosius as principal debtors for the remaining ballance, with request that the same be placed in confinement, until the account be paid. The Court having weighed the Petition of the pltf. and seen the obligation wherein each is bound *in solidum* for the full payment, have consented to the pltf's request, to place the aforesaid persons under civil arrest (namely with the Provost marshal) until they shall have made satisfaction ; provided that he, La Motthe, shall provisionally answer . . . for the Board which is fixed at sixteen stivers per diem for each prisoner, and it is ordered that, for this purpose 40 @ 50 guilders, proceeding from the goods sold shall remain in the hands of the Secretary, together with the expenses of this Special Court. Done in New Amsterdam in New Netherland.

Officer Cornelis van Tienhoven is hereby authorized, on the complaint of the Skipper of the *Lady Maria*, presented in Court, to warn the unwilling Sailors of the said Ship to proceed forthwith on board and perform their proper duties, according to their promise given in Court last Monday, or in default thereof to proceed and arrest the same. Done at the Meeting aforesaid.

On the instant request of Arent van Hattem, now being about to depart, for the remainder of his Salary earned as Burgomaster, have the

\* *St. Charles* in previous entries.

Burgomasters and Schepens ordered Jacob Kip to pay to him, Hattem, out of the excise fund, the balance of 8 months salary, being since the 1st. February, when they obtained that order or consent. Done at the Assembly aforesaid.

Extraordinary Meeting on Tuesday the [22<sup>nd</sup>] Sept. 1654. At the City Hall.

Present, Arent van Hattem, Martin Krigier, P. L. vander Grift, Pieter Wolfertsen and Oloff Stevensen.

Jacob Vis, pltf. v/s Johannes Withart, deft. Pltf. makes known by Petition, how he and Withart were engaged by certain masters for three years, and the partnership being dissolved, he received notice to leave the employment and was not continued. He requests, that deft. be condemned to pay him here his earned wages from the assets of the employers, which Vis refusing, he, Vis, protested against him and arrested a case of Beavers. He asks that the arrest be declared valid, or that the defendant give bail for the payment. Which request and protest being read to Withart, he answers by protesting, on the part of the Masters, for all loss and interest, which they shall suffer by Jacob Vis ; and demands, that pltf. shew by what authority he acts, inasmuch as he has no instructions from the Masters to demand an account from him, or to be paid here. He maintains that Vis must seek payment from his employers in Holland. Parties having been both heard, and the contracts, instructions, letters etc. produced in Court being examined and considered, the Burgomasters and Schepens of the City of New Amsterdam order, that Johannes Withart shall be holden to give sufficient security for what shall appear, on settlement of account, to belong to Jacob Vis, and that both parties, each in particular, shall write concerning the same to the Partners, and in case these say they do not know the said Jacob Vis, and then refuse payment, Johannes Withart shall be holden to pay here unto Jacob Vis, what shall be found to belong to him. Done in New Amsterdam, in New Netherland.

Andries Jochemsen appeared in Court, and announcing a certain arrest granted against Pieter Cornelis Van Veen in fulfilment of the sum of fl. for labor done on the ship the New Love, requests the arrest to be declared valid. The Burgomasters and Schepens find by the acknowledgement and declaration of the Petitioner, that the debt is due, order

the Court Messenger to cause the said Pieter van Veen to be arrested to-morrow, until bail or satisfaction be given.

It is Resolved and concluded by the Burgomasters and Schepens of the City of New Amsterdam, to send the following letters and papers to the Honorable Lords Directors, by the Ship, the *Schel*.

Right Honourable, Wise, Prudent Lords and Patroons :—

Our last to your Rt. Hon'ble Lordships, was by the Ship, *King Solomon*, and dated 27 July 1654 ; duplicate whereof, with the pieces annexed thereunto go herewith.

Whilst your Lordships have been pleased to greet us in date 18<sup>th</sup> May 1654 with a letter and accompaniment in answer to our first, we cannot properly omit to advise your Lordships that the Hon<sup>ble</sup> Director General and Ourselves apply a different Construction to some portions thereof, of which, in all submission we request Your Lordships favorable opinion and decision, in order that the same may be here understood and followed according to your Lordships' just meaning and intention.

First—Whether the Excise on wine and beer within this City shall be absolutely paid and received at our Counter or Not.

Secondly—Who do Your Lordships understand shall be paid therefrom, and how much shall be placed to the charge of this City.

Thirdly—What do your Lordships understand regarding the Ferry between this City New Amsterdam and Breuckelen—is it granted to this city or Not ?

We requested by a certain writing delivered to the Director General and Council, on 10<sup>th</sup> Feb. 1653, that a Public Scales be ordered ; and received for answer, dated 26. Feb. 1653, that such should be erected by the first opportunity, as can appear by the accompanying documents. The case now is, that the Hon. Direct<sup>r</sup> General was pleased, last Spring, to order, himself, the erection of the Scales, and inasmuch as he does not grant the proceeds thereof to this City, we, therefore, request that your Rt. Hon. Lordships may be pleased to give such decision thereupon and to favor this city therewith ; or so to dispose as you shall deem proper.

We delivered to the Hon. Director General and Council on the 31. August, a certain writing, copy whereof we send your Rt. Hon. Lordships herewith, wherein can be seen and remarked our intention thereupon. We have not received any answer thereunto as yet.

Wherefore we respectfully request that your Lordships would be pleased to send us such favorable declaration on the points herein noted, which we have considered necessary to bring before your Lordships, as your wise discretion may deem proper, in order that thereby mutual good feeling may be arrived at and established, and no differences exist hereupon.

God preserve your persons, Rt. Hon. Lords, in long continued health, and your prosperous Government in Safety ! Amen.

We remain,

Your Rt. Hon<sup>ble</sup> Lordships faithful Servants

The Burgomasters and Schepens of the City of New Amsterdam,  
Martin Kregier, P. L. Vandie Grift, Will. Beekman, Pieter Wolfertsen,  
Oloff Stevensen.

Done in Our Assembly holden the 22<sup>d</sup> Sept. 1654. New Amsterdam in New Netherland.

Monday, 5<sup>th</sup> Octob. 1654. In the City Hall.

Present—Martin Kregier, P. L. Vander Grift, Will. Beekman, Oloff Stevensen, and Mr. Cornelius Van Tienhoven.

Wolfert Webber summoned to Court by the Worshipful Magistrates on the complaint of some Neighbours in consequence of damages he inflicted attacking with dogs and beating certain pigs, which went on his land, Wolfert Webber demands the name of Complainant. William Beekman states it to be on the complaint handed to him of Mde. Verleth and Stillen's wife, because their hogs were unwarrantably attacked and injured by Webber and his dogs, so that he considered it proper to acquaint the Court. W. Webber says, he was so annoyed by the hogs on his land, whereby all his seed was destroyed, that he divers times drove them home, but not being able tho keep them off, he hunted them with dogs, but he did not injure them in the least ; On the contrary, he was at various times insulted and threatened with a beating by Mde Verleth. The Worshipful Court admonished Webber to keep himself clear of complaint, and to institute his action should he suffer wrong.

Hendrick Pietersen, alias *Kint in 't water* (child in the water) pltf. v/s Wolfert Webber deft. In a case of attachment of certain timber, which the deft. cut on his land. Pltf. claims that it was cut on his land.

Deft. saith he cut the timber in divers places, and that all was not cut off pltf's land. He adds, that he hired the land from the pltf. for 6 years, and that the latter consented to his cutting some spars therefrom, and that he had the consent of the others. Parties being heard, the arrest on the Timber was declared null and void, and Webber was allowed to haul it home and use it at his pleasure, provided he states that he can prove, he cut it by consent on divers places.

Johannes de Peyster pltf. v/s Frerick Lubbertsen and Harmen Douwesen defts. The defts. 2<sup>d</sup> default.

Andries Jochemsen, pltf. v/s Govert Loockermans, as Attorney for Pieter Cornelis Vander Veen, deft. Pltf. demands payment of 6 Beavers for sail making on the little vessel, the *New Love*. Deft. acknowledges to be, truly, the attorney of Pieter vand' Veen, but, according to orders he cannot pay before monies due by others have been received ; previous he had tendered payment which was refused. Parties being heard, the defendant Govert Loockermans was condemned, in his quality of attorney to pay the pltf's demand within one month.

Govert Loockermans, pltf. v/s Hendrick Pietersen alias *Kint*, deft. Question of enclosing land according to agreement. Deft. promised the Court to enclose the land according to contract, within 14 days, where-with the pltf. being satisfied, parties were agreed.

Tryntie Juriaensen, pltf. v/s Tryntie, wife of Paulus Heymans deft. Defts. 2<sup>d</sup> default.

Egbert van Borsum pltf. v/s Johannes van Beeck, deft. Pltf's wife appearing was told that the pltf. must appear in person, or she must shew authority from her husband. Deft. in default.

Adriaen Blommaert pltf. v/s Caspar Verleth and Michiel Tadens, defts. All in default.

Claes Bordingh pltf. v/s Nicolaes Terhaer, deft. Deft. in default. Pltf. exhibited certain judgment, dated 3d. March 1653, obtained by Willem Albertsen, against the deft. for the Sum of fl. 30 requesting, as Attorney, that execution may issue thereupon. Endorsed—On petition of the pltf. the Officer is ordered to execute said judgment.

Anthony Jansen van Vaes, pltf. v/s Pieter Caspersen van Naerden, deft. Pltf. demands payment of about fl. iii. rent, both for the present and for the last year, announcing the seizure of the furniture, as the

deft. intends to quit the house. Deft. acknowledges the debt and requests delay. Parties being heard, the Burgomasters and Schepens declared the arrest valid, until deft. has paid the rent, or satisfied the pltf.

François La Marquies, pltf. v/s Symon Vellé, deft. Pltf. demands from deft. as successor to Capt. Tho<sup>s</sup> Dandamie, payment of fl. 800, according to obligation dated 20<sup>th</sup> April 1654, drawn by the aforesaid Thomas Dandamie in presence of deft. and another being witnesses. Deft. acknowledges to have succeeded Capt. Thomas Dandamie, and states that a bill of exchange was given to pltf. payable in France or Tortovis (?) and therefore maintains, that he is not bound to pay here. Pltf. requests, that deft. shall be security for the payment, inasmuch as he is not sure, that the Bill will be accepted, the rather as the Drawer of the same and of the obligation is dead—or that he be allowed a guarantee on the bark. Demand and reply having been heard by the Court, defendant being in the place of Capt. Tomas D., was condemned in compliance with pltf's request, to give sufficient security that the Bill of Exchange shall be paid ; or in default thereof, pltf. shall have his guarantee on the aforesaid Bark.

Hendrick Jansen, pltf. v/s Richard Bullock, deft. Case of attachment. Deft. in default. Pltf's wife appearing in Court, complains that deft. had departed from the Mannhattans beyond arrest or summons (according to the Court messenger's declaration legally made). The question being regarding a Canoe which deft. removed, and which, according to the decision of the Court he should again deliver up, the request of the pltf. as the deft. remains in default, is, that he may receive the monies seized in the hands of J. van Couwenhoven on account, or until the restitution, of said canoe. Pltf's request being heard, said arrest was declared valid, and the pltf. was allowed to lift the money under security.

Jan Martya (?), pltf. v/s Assar Leeven, deft. Pltf. as Attorney and agent of the Sailors, who brought the Jews here from the West Indies, demands from deft. payment of f. 106. still remaining due. Deft. says, that all his goods were sold by auction, and he is not bound to pay any more, inasmuch as payment for his freight was offered before the sale, on condition that his goods be not sold. The Court persists in its previous decision that the prisoners, who were taken as principals, be held responsible, also, for the remainder of the payment.

Adriaen Keyser appeared in Court and requested the Magistrates, to examine the account and decision rendered by the appointed Commissaries in the matter in dispute between Caspar Verleth and him, the petitioner; and to approve the same, or dispose thereof in such a manner as they shall deem proper. The decision of the arbitrators in the matter of account between Adriaen Keyser and Caspar Varleth being seen by the Court, it has, after examination thereof, adjudged the aforesaid Caspar Varleth to pay the balance fl. 198. according to the said return and conclusion of the Arbitrators.

Jan Vinje appeared in Court complaining of the damage he sustained by the erection of the city walls; that his land lies open and the cattle destroy his planted crops. Requests the land be surveyed, and the damage, with the land taken away, be paid for. Petitioner was referred to the Director General to arrange the matter with him.

Conformably to the decision of the Court, the four whole and twelve small Beavers, which were sequestered by Gerrit de Cuyper [the cooper], in consequence of disagreement, in the hands of the Secretary, as appears by the entries, were delivered to the Heer Corn's van Tienhoven. This 5<sup>th</sup> Octob. 1654. In Court.

Nicolaes Terhaer requests, by Petition, leave to tap. Endorsed—On the Petitioner conducting himself according to promise, his request shall be considered.

Monday, the 12<sup>th</sup> October 1654. In the City Hall.

Present—P. L. Vander Grift, Will. Beekman, Pieter Wolfertsen, Oloff Stevensen and Cornelis Van Tienhoven.

Johannes de Peyster, as attorney for Jannetie Barentsen, pltf. v/s Harmen Douwes, deft. Pltf. in his aforesaid quality demands payment of the fl. 12. for lace, which deft. and Frederick Lubbertsen purchased from Andries Kittestyn, wherewith they stood charged on Kittestyn's book. Deft. acknowledges, that they purchased the lace together in company, for which they gave a Note, and says, that the same was paid to the above mentioned Andries Kittestyn himself, by Frederick Lubbertsen and him, Harmen Douwes, in Beavers, each half, before his departure from here; and the note was made void and torn in his Kittestyn's presence; but no discharge was given. He is ready to sup-

port such discharge by Oath. Parties having been heard, the Court agreed, that as deft. is willing to support his assertion by Oath, he is bound to do so. Whereupon the said Harmen Douwesen again appeared in Court, and has declared, on a solemn Oath, at the hands of the Hon<sup>ble</sup> Schout (Sheriff), that he paid with beavers in full for the Lace, which he purchased from Kittestyn before his departure, and that the Note was torn and destroyed in Kittestyn's presence. Thereupon the demand and further claim of pltf. against deft. were dismissed.

Luycas van der Liphorst pltf. v/s Teunis Kraey, deft. Deft. in default.

Hendrick Gillisen Wageman, pltf. v/s Daniel Litschoe, deft. Pltf. demands payment of fl. 62, balance of a Hhd. of Tobacco, that Evert Jansen sold deft., which money pltf. paid Evert Jansen at Boston, who assigned the debt against deft. as appears by Evert Jansen's writing. Deft. acknowledges to have received, but not purchased, a Hhd. of tobacco of Evert Jansen; he shews by the a/c, that the tobacco was sold @ 5 stiv. per lb.; much was damaged and brought only fl. 4.; that, on the other hand, Evert Jansen owes him fl. 45. 14½ stiv. and he therefore must still obtain from said Evert Jansen fl. 4. 14½. Presents his a/c to be supported by Oath. Parties heard, pltf. was ordered to prove, what Evert Jansen ought to receive from Daniel Litschoe; in default whereof his suit is dismissed.

Tryntie Juriaensen, pltf. v/s Tryntie, wife of Paulus Heymans, deft. Pltf. demands payment of a balance of fl. 50. Deft. admits owing only fl. 40. Parties heard, deft. is condemned to pay within One Month, what pltf. shall prove by a/c justly to belong to her.

Jacob Bakker, as attorney for Adriaen Blommaert pltf. v/s Michel Tadens deft., demands payment of fl. 339. 15st. freight from Holland here, and that in Beavers. Deft. acknowledges the debt; says, that he tendered to Blommaert payment in well cured [Tobacco]; but that [Bakker] had different tobacco, which he would not receive nor take away. Says he was not bound by contract to pay Beavers. Parties having been heard, deft. is condemned to satisfy pltf. within 14 days, either in Beavers or tobacco as pltf. pleases, on pain of Execution.

Dirck van Schelluyne, pltf. v/s Claes Jansen Ruyter, deft. Pltf. as agent and attorney for Jan Jansen of Gottenberg demands fl. 329, balance

of a note signed by Jansen and Harmen Douwesen and dated 4 Sept<sup>r</sup> 1651. with interest thereon from 1st Aug. 1652 to the time of payment and that in Beavers according to said obligation. Deft. acknowledges the debt, but says, that Jan of Gottenburg was satisfied with tobacco, which he promised to deliver on the first opportunity. Deft. is condemned to satisfy pltf., as Attorney, whether in beavers according to the obligation, or otherwise, as the said attorney shall prefer, with interest, 14 days before the departure of a vessel, provided she arrive before harvest and sail before winter; otherwise next February, without further delay, on pain of Execution.

Jan Perie, pltf. v/s The Skipper of the Ship *Lady Maria*, deft. Defts. 1st default. Pltf. demands, that deft. shall be condemned to pay him his wages earned in the aforesaid Ship, before his departure. The Skipper was ordered by the Court (at the suit of pltf.) inasmuch as he did not appear to answer for himself, and is about to sail that he come into Court and answer pltf's. demand, or satisfy him.

Solomon Piers, as ag't for Rycke Nunes, pltf. v/s Assar Leeven, deft. Defts 1<sup>st</sup> default.

Nicholaes Terhaer humbly requests the Court's permission to tap. Whereupon was endorsed—Request of Petitioner is provisionally granted, he meanwhile paying attention to his behaviour, on condition that he, first and foremost, shall pay the proper excise on whatever he shall lay in.

In Court was paid, from the proceeds of the Jews' goods which were sold by order at vendue—

To the Provost Marshal for what David Israel was detained, according to account.	fl. 12.
Item. For an Extraordinary Session of Court	20.

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fl. 32.

So that there remains of said money, per cassa	fl. 72.
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Govert Loockermans appeared before the Secretary in the presence of Schepen Oloff Stevensen and the Court Messenger, complaining of a certain arrest, granted to Joseph Foulter on the goods of Richard Colfex in Foulter's possession to meet an obligation drawn by Colfex dated 10. March 1653. and requests, that said arrest be postponed, until his return

from Fort Orange, then to dispose further thereof, which was done. This 12<sup>th</sup> October, 1654. New Amsterdam.

Monday the 19. October 1654. In the City Hall.

Present,— the Heeren P. L. Vander Grift, Oloff Stevensen, Will. Beeckman, and Cornelis van Tienhoven.

Paulus Leendertsen vandie Grift pltf. v/s Teunis Tomassen, mason deft. Deft. in default. Pltf. lays claim for all damages and wrong.

Jacob Haey, pltf. v/s Adriaen Keyser, deft. Pltf. states, that he has had a running account with Keyser since 1649, which he only recently received, wherein he is debited with fl. 197. too much, according to Vastrick's hand writing. He also drew a note on 2. Aug. 1649, fl. 148, which he endeavored to negotiate, which, like the fl. 197. was paid and deducted from the account. Deft shews, by the books of the Heer Tienhoven for the year 1649, that pltf. stood debtor to cash fl. 497., against which according to his statement, only fl. 300. was credited. The Books and account being so, the Heer Tienhoven promised to examine the book and to shew that he had handed over the items as per list.

Adriaen Keyser, pltf. v/s Oloff Stevensen, deft., demands payment of fl. 148.16, on a note drawn by Jacob Haey, which he conveyed to Oloff Stevensen and which remains still unpaid. Deft. says, he gave up the note full 5 years ago and that Keyser accepted it in payment, and that the cause of Jacob Haey's non-payment is the difference about accounts, which exists between Keyser and Jacob Haey. He maintains that Haey, and not he, is bound to pay. Parties having been heard, the Court decided that, inasmuch as Keyser took said note, in the first instance in payment and retained it so long, without having ever applied to deft. for payment, and as the drawer never refused to honor the same, if it be still due to Keyser, he must apply to the drawer for payment of the note, and his action against Oloff Stevensen is dismissed.

Cornelis van Tienhoven, pltf. v/s Jan Peck, deft. Deft. in default.

Luycas vander Liphorst, pltf. v/s Tryn van Campen, deft., demands payment of fl. 9.18. being for linen purchased now five years ago. Deft. acknowledges to have bought the linen, believing, that the same was good. The linen however was rotten, and she, therefore, maintains that she is not indebted to pltf. but leaves it to the discretion of the Court to

say, what she ought to pay. Parties having been heard, the Court condemns deft. to pay the plaintiff his demand of fl. 9.18. within 14 days.

Solomon Pietersen, as atty. for Rycke Nounes, pltf. v/s Asser Leeven, deft. Pltf., in his capacity aforesaid, demands payment of fl. 105.18. which Rycke Nounes paid for freight for him from the West Indies with her goods since sold by auction for deft. and others according to acc<sup>t</sup>. Deft. says, that his and the other persons' goods have been sold at vendue and that he then represented, that if his goods were not sold, he should pay his freight, as he had money belonging to him. He now claims, that he is not bound to pay, and also that he is unable. Parties having been heard, the Court condemns deft., Assar Leeven, in the said sum of fl. 105.18. balance of freight, which he owes Rycke Nounes, whose goods were sold for the same, over and above her own debt; or to satisfy her Atty. within 14 days from date.

Hendrick Gillisen Wageman, pltf. v/s Daniel Litschoe, deft. Deft. in default. Pltf. exhibits his demand by Petition, which being examined, is thereupon endorsed.—This Court refers petitioner to the Sentence pronounced on 12<sup>th</sup> Octob. 1654.

Hendrick van Naerden, pltf. v/s Hendrick Jansen, the Boor, deft. Pltf. demands delivery of a hog, which he purchased from deft. and payment of what is coming to him by acc<sup>t</sup>, amounting to fl. 81.12. Deft. acknowledges himself indebted to pltf. for as much as appears by his acc<sup>t</sup>, exhibiting his statement amounting to fl. 63.5. He says that he sold the hog on condition, that pltf. should make him a wagon, which should be on acc<sup>t</sup> thereof; and pltf. not delivering the same, he is not bound to deliver the hog. Parties were referred to two Arbitrators and for that purpose the Court appointed Jacob Haey and Jan Jansen van [St. Obin], who are hereby authorized to examine the acc<sup>t</sup> of the parties, and if possible settle the same; otherwise, to deliver their opinion, in writing to the Court.

Richard Bridnel, pltf. v/s Borger Jorisen deft. says, that Borger Jorisen attached fl. 25. of his money, in the hands of Goetman Harck. Deft. acknowledges to have made the attachment. He had received, on acc. of a debt of fl. 31. four geese, leaving unpaid fl. 15. ; and for labor, according to his books, fl. 10.14. Pltf. says, he owed only 27 gl., on which he delivered 5 geese, and that only fl. 11. remain due; that he took care of

two cows part of the winter, for which he asks fl. 7., which fl. 7 Borger Jorisen admitted. He denies further having ever got any work, for which he did not pay. Parties, and the declaration of Borger Jorisen on his books having been heard, it was resolved and decided, that there is still due to Borger Jorisen a balance of fl. 18.14. Wherefore the arrest is declared valid, and Borger Jorisen consented to allow the debt to remain on bail.

Richard Bridnel, pltf. v/s William Harck, deft. Deft. in default. Pltf. sues for damages.

Maritie Claes, pltf. v/s Hendrick Egberts, deft. Deft. in default.

William Beekman, pltf. v/s Anthony Fernando, deft., demands payment of three years rent of the land @ 8 skepels of maize per annum, according to contract made with Corlaer, from whom pltf. has derived the same. Deft. says, he owes Beeckman no rent, but agreed with Corlaer to occupy and use the land during his life, paying therefore 8 skepels of maize p. annum. He says, he has resided thereon 4 years, and paid Corlaer one year. But inasmuch as he has been ejected therefrom, he maintains he is not liable. It was decided, that the first contract between Corlaer and Anthony Fernando shall have effect, on condition, that Anthony prove what sort of contract he entered into with Corlaer and that on next Monday.

M<sup>r</sup> Gysbert,\* pltf. v/s Hendrick Egberts, deft. Deft. in default.

Richard Bridnel petitions for authority to re-enter on his land, which he sold to Robert Clarke, which Clarke absconded leaving still fl. 130. due on the purchase, offering to give security to repay the money to whomsoever is lawfully entitled to it. Thereupon was endorsed—The granting of lands appertains to the Director and Council. This is therefore referred to them.

Cornelis van Tienhoven, as Sheriff of this city, represents to the Court, that he has found drinking clubs, on divers nights at the house of Jan Peck, with dancing and jumping and entertainment of disorderly people ; also tapping during Preaching, and that there was great noise made by drunkards, especially yesterday, Sunday, in this house, so that he was obliged to remove one to jail in a cart, which was a most scandalous affair. He demands, therefore, that Jan Peck's licence be annulled, and that he

\* Van Imbroch.

pay a fine, according to the Ordinance and placards of the Rt. Hon<sup>ble</sup> Director General and Council. The Worshipful Court having seen the remonstrance of the Sheriff against Jan Peck, who being legally summoned, did not appear, decided, on account of his disorderly house-keeping and evil life, tippling, dancing, gaming and other irregularities, together with tapping at night and on Sunday during Preaching, to annul his license, and that he shall not tap any more, until he shall have vindicated himself.

Monday, the 26. Octob. 1654. In the City Hall.

Present—the Heeren P. L. Vander Grift, Willem Beekman, Oloff Stevensen, and Cornelis van Tienhoven.

Pieter Schaeftbank, pltf. v/s Cornelis Melyn, deft., states, that Cornelis Melyn made an assignment on 15 Sept. in favor of Yonkher Reychoot van Fruyl to receive in Holland fl. 362. 14., which as per acc<sup>t</sup> belonged to him, and as the same was not paid, he requests that the same be paid here with interest @ 12 per cent. per annum. Dirck Schelluyne appears for Cornelis Melyn, and denies neither the hand writing nor debt, but requests, that pltf. shall declare, under Oath, that no satisfaction was given, nor anything received in Holland. Pltf. offers to give sufficient security to repay the money without loss or damage, if deft. can prove, that it was received in Holland. The Court of the City of New Amsterdam condemns deft. to pay pltf, within one month the aforesaid fl. 362. 14. with interest at 10 per cent. per an., provided pltf. Pieter Schaeftbank, shall give good and sufficient security according to the aforesaid proposal.

Claes Terhaer, pltf. v/s Ryntie, the mason, deft., demands payment of fl. 16. 15. for articles sold, which he says he can prove. The Heer Tienhoven, present, acknowledges the debt on the part of Reyntie the mason. Parties having being heard, the deft. Reyntie the mason is sentenced to pay pltf. his demand aforesaid of fl. 16. 15. within 3 weeks.

Jan Herrett, pltf. v/s. Thomas Griddy, deft. Both in default.

Hendrick Gillisen, pltf. v/s. Daniel Litschoe, deft. Pltf requests in writing that, inasmuch as he can exhibit no other proof, than the hand-writing of Evert Jansen, that fl. 62. are still due him, deft. shall produce, on oath, his acc<sup>t</sup> and statement to the contrary. Deft. persists in his statement according to the acc<sup>t</sup> aforementioned, and expresses his readiness, if need be, to verify the same on Oath. Wherefore pltf's further demand

and claim against Daniel Litschoe is dismissed, as he cannot prove, that said Litschoe is indebted to Evert Jansen, and Daniel Litschoe shews by his aforesaid acc<sup>t</sup>, which he is prepared to confirm by oath, that he is not indebted to him.

Richard Bridnell, pltf. v/s William Harck, deft. Deft. further in default. Pltf. states, that deft. is three times in default, and demands judgment, but inasmuch as there is doubt, whether W. Harck was summoned 2 or three times, on one and the same action, and is in default, it is ordered that W. Harck be cited to appear next Monday, in the name of the Court, at the suit of Richard Bridnell, when should he remain in default, sentence of Contempt shall be pronounced.

Luycas Eldertsen, pltf. v/s Pieter Jacobsen, Captain Lieut. deft. Pltf. demands a certain sum of fl. 40. which he, deft., undertook to pay for one Halsin, who left his arms with him therefor, on which he received, by his wife, fl. 12. from deft. Pieter J., leaving a balance of fl. 28. Deft. acknowledges to have promised to pay for the aforesaid Halsin, but says that he loaned the 4 ps. of Eight to pltf's. wife, through kindness, and not in part payment of the above mentioned fl. 40. ; that an order was given by Capt. Geurt Teysen on Jacob Haey for the said fl. 40. which are still due, and not discharged. Therefore requests, that Jacob Haey be summoned before the Court, and should J. Haey not pay, he promises to satisfy pltf. It is ordered, that pltf. shall cite Jacob Haey for next Monday, and that the parties shall then, all three, appear before the Court to determine, who is the debtor.

Anthony Toocker, pltf. v/s The Factor Elswyck, deft. Deft. in default. Pltf. says he loaned 40 ps of Eight to deft., who now refuses to repay the same, but will only give an acknowledgment for fl. 100. The deft's vindication must be heard.

Joost Teunissen van Norden, pltf. v/s Hendrick Willemsen Bakker, deft. Pltf. demands payment of fl. 800. balance of the purchase of a house, according to contract, with damages and interest thereon, at the discretion of the Court. Deft. says, he never refused payment, but that Joost Teunissen agreed to accept fl 500. from the Hon<sup>ble</sup> Company. J. Teunissen denies having accepted fl. 500 from the Company. Parties having been heard, deft. is condemned to pay pltf. according to agreement, within one month ; pltf is denied his further demand.

Marritie Claessen, pltf. v/s Hendrick Egberts, deft., complains, that deft. has railed at her and said, that the Hon<sup>ble</sup> General Stuyvesant had caused her to be dragged from the ship, and that his Honor would have a post fixed for her,—and other such expressions. Deft. denies having used such injurious words, but acknowledged, that he called her a Whore, because she first called him a banished knave and rogue, and such like names ; which pltf. denies. Parties were ordered to prove their mutual Statements.

Jacobus Bakker as Att'y for Adriaen Blommaerk, pltf. v/s Michel Tadens, deft., sues, in his capacity aforesaid, for fl. 339.15. in beavers, in conformity to the judgment of 12<sup>th</sup> Oct' last, with costs of summons as otherwise granted. Deft. persists in his former answer, that he will deliver the 3 hhds. of tobacco, which Blommaert accepted, and the remainder in beavers. Pltf. says, he is content with half in Tobacco and half in Beavers. Parties are agreed, that pltf. shall receive two hhds. of tobacco in payment and the remainder in beavers, and it is further ordered that the defendant shall pay the cost of summons and two @ two and a half guilders costs.

William Beekman, pltf. v/s Anthony Fernando, deft. Pltf. persists in his former demand. Deft. Anthony Fernando appears in Court [to shew] by the handwriting of Jacob van Corlaer, that the land was given to his children on payment of the stated rent. Pltf. W. Beekman, persisting in what he had already stated, says that Anthony Fernando was ejected for [divers] reasons. First, that his wife removed from his land, in sacks, the corn that was [harvested] there ; 2<sup>ndly</sup>, that Anthony Fernando kept and maintained hogs, each of which committed damage in his planted fields ; 3<sup>rdly</sup>. that he and his folks injuriously beat hogs, which trespassed on his land, which is not properly fenced ; all which he undertakes to prove, if necessary. Anthony Fernando denies the same, and says he is willing to quit the land. Parties have agreed in Court, by the intervention of the Board, that Anthony Fernando shall immediately leave the land, that Sieur W. Beekman shall keep all the outbuildings, dwelling house, fences, trees, timber etc., and that Anthony Fernando shall, beside, give W<sup>m</sup> Beekman a writing, that he resigns, for himself and heirs, all claim to the land, and that Beekman shall have no claim on Fernando for rent or otherwise, nor Fernando on Sieur W. Beekman for

buildings and pretensions, which he has on the land, but all shall go clear.

Cornelis van Tienhoven, as Sheriff of this City, pltf. v/s Jan Peck, deft. Pltf. persists in his former demand and requests that sentence of deprivation of license be confirmed, and also condemnation in the penalty and fine enacted by the placard. The Court having heard the demand and Complaint of the Sheriff, and the acknowledgment of Jan Peck, that he has frequently tapped unseasonably after 9 o'clock and bell ring, and that he allowed the Lieutenant's servant to gamble and dance with Englishmen; also that he tapped on Sunday during the sermon, whereof the Officer complaining, requests that deft. Jan Peck, be deprived of his business, and condemned, in addition, in the fine enacted by the Placards of the Honorable Director General and Supreme Council; Jan Peck is condemned to lose his license and to pay the fine according to the aforesaid Placard. Actum, this 26. October, 1654. New Amsterdam. Was signed, P. L. Vandie Grift, Olof Stevensz., Will Beekman.

Solomon Pieters appeared in Court, and exhibited a declaration from the attorney of the Sailors, relative to the balance of the freight of the Jews, promising to wait until the arrival of the ships from *Patria*. Wherefore he requests to receive the monies still in the Secretary's hands for Rycke Nunes, whose goods were sold, over and above her own freight-debt, in order to obtain with that money, some support for her. Whereupon was endorsed: Petitioner Solomon Pieters as Attorney, was permitted to take, under Security, the monies in the Secretary's hands.

Monday, the 2<sup>nd</sup> Novemb. 1654. At the City Hall.

Present—the Heeren P. L. van der Grift, Will Beekman, Oloff Stevens, and Cornelis van Tienhoven.

Marritie Claes, pltf. v/s Hendrick Egbert, deft. Deft. in default.

Richard Bridnell, pltf. v/s Will Harck, deft., demands payment of fl. 70, due him being balance of the purchased and transferred land belonging to deft. together with Costs incurred by and caused to him by non-payment, amounting by bill of particulars to fl. 182. Deft. says, that Bridnell is bound to give him in hand £10 Stg. for Indian Claims and states, that they have made no arrangement about that. Parties having been heard, the Court decides, that the Agreement, which both mutually

entered into, dated 8<sup>th</sup> January last, and now produced in Court, must have its legal effect, without any exception thereto. And that W. Harck shall, thereupon, perfect without postponement or delay the remaining payment, which, on settlement, was found to exist. And it is further ordered, that parties shall each choose an arbitrator to determine amount of damages, which pltf. claims. Parties appearing in Court refer the selection to the Bench, wherefore the Court appointed Thomas Hall and Carel van Brugge, who are hereby authorized to tax pltf's acc<sup>t</sup> for incurred costs, as they, in their discretion, shall find just, and to decide finally the further affairs of the parties.

Mr. Coö, pltf. v/s Luycas Dircksen, deft., says, that he bought at Flushing a Canoe from the Indians, which they brought from the North, and which Canoe he left by his mill : that Luycas Dircksen took it away, without an order or consent from any Court ; for which Canoe he paid (he says) fl. 12 to the Indians. He demands restitution of said Canoe, which he purchased or of his expended money. Deft. says, that having lost his Canoe, he searched every where and finally found it at Flushing, and removed the same in the day time, and openly, in the presence of others, as his property ; and adds, that full 20 persons can prove, that it is his Canoe. He maintains, therefore, that he is not indebted to Mr. Coö. The Court of the City of New Amsterdam decide and order—Whereas Luycas Dircksen has removed the canoe from Mr. Coö's without the knowledge or consent of any Court, he Luycas Dircksen, shall repay the money Mr. Coö gave for said canoe ; or otherwise bring the said canoe back to the place, whence he took it, and institute his action.

Luycas Eldertsen, pltf. v/s Jacob Haey, deft. Deft. in default. Pltf. and Capt. Lieut. Pieter Jacobsen appear in Court. Pltf. persists in his former demand of payment of the fl. 28 and P. Jacobs persists in his former answer adding that he did not [give the money] through Halsen to satisfy the Capt. Parties being heard the Court [declared] that Lieut. P. Jacobs shall summon the aforesaid Jacob Haey by the next Court-day (inasmuch as he being heretofore summoned to Court by Luycas Eldertsen refused to pay the order) and prove, that he owes Luycas Eldertsen the fl. 40. for which he drew on him ; or in default thereof, he Pieter Jacobsen shall pay the balance of the money to Luycas Eldertsen.

Hendrick Egberts, pltf. v/s Jan Jorisen, deft. Both in default.

Jacob Steendam, pltf. v/s Jan Leeck, deft. Deft. in default. Pltf's wife appeared in Court, exhibited a writing, whereby a balance of fl. 10. is still due her, complaining that aforesaid Jan Leeck, notwithstanding arrest and summons (according to the declaration of the Court Messenger duely made) has departed from this city.

Teunis Kraey, pltf. v/s Luycas Tamboer (Drummer) deft. Deft. 1 default.

Jan Peck by Petition humbly requests leave to tap, as the Officer has executed the judgment. Decision is postponed until next Court day.

Whereas the "Waal" in front of the City Hall\* is more or less washed away by the high water and heavy rain, so that finally the City Hall might be in danger; Resolved, and concluded to contract that the same, at the earliest opportunity, be properly protected with street piles. Wherefore P. L. Vandie Grift and Oloff Stevensen are empowered to send for some carpenters and agree with them, as they shall consider best.

The Heer Cornelis van Tienhoven handed into Court the list of passengers by the Ship, *The Flower of Guelder*, which arrived here on the 30<sup>th</sup> Octob: and who had taken the accustomed oath.

Monday the 9<sup>th</sup> Novemb. 1654; In the City Hall.

Present—the Heeren P. L. vander Grift, Willem Beekman, Pieter Wolfertsen, and Oloff Stevensen.

Teunis Kraey, pltf. v/s Luycas Tamboer, deft. Both in default.

Marretie Trompetters, (the Bugler's) pltf. v/s Maria de Truwe, deft., demands payment of fl. 3.11 for fish sold to deft. Deft. says, she sent the money by the Servant, and that it fell into the ditch. She has no more at present, but promises payment at the earliest opportunity, where-with the pltf. being satisfied, they were reconciled.

Luycas van der Liphorst, pltf. v/s Tryn van Campen, deft. Deft. in default. Pltf. demands execution on a judgment dated 9<sup>th</sup> Octob. as he is refused payment and has spent much time and incurred expense of summons etc., which he has paid. Request of petitioner being heard, and it being found, that deft. has been frequently in default, he is condemned to

\* City Hall on North Side of Pearl St. at the head of Coenties Slip. The "Waal" was the shore of the East River.—B. F.

pay aforesaid judgment with reasonable costs thereon on pain of execution.

Roeloff Jansen, the Mason, pltf. v/s Jan Coopal, deft. Jacob Bakker as Attorney for deft. appeared in Court. Pltf., according to judgment of 17. Aug. 1654, demands payment of his wages earned at a cellar, according to agreement. Jacob Bakker says, that he offered to pay pltf. on condition, that he finished the job, but that he refuses to do that. Pltf. denies having refused to complete the work according to agreement, but says there are no materials. Jacob Bakker undertakes to pay on completion of the work, and says, the materials are ready. Jacob Bakker is condemned to deliver, at the work, within 24 hours, the materials to complete the job according to the plan, and Roeloff Jansen shall immediately proceed to work, which being finished, Jacob Bakker shall be held to pay pltf. without delay according to contract.

Capt. Lieut. Pieter Jacobsen, pltf. v/s Jacob Haey, deft., demands payment of fl. 40 being purchase of a camp-bed, whereof assignment was made by Luycas Eldertsen to deft. and not discharged. Deft. acknowledges purchase and debt for the bed to the Am<sup>t</sup> of fl. 40 and is ready to pay it, if he obtain satisfaction from the Capt. for 2 Negroes purchased of him and paid for—fl. 700. They were to be two of the best Negroes, but they turned out otherwise, and were worthless. Wherefore he demands compensation for said Negroes, as the Capt. is bound to deliver others in their stead, and has not done so. Pltf. says he knows nothing about it and if Jacob Haey had any claim on that acc<sup>t</sup>, he might have applied to the Cap<sup>t</sup> before his departure, and constrained him by arrest or otherwise. He therefore maintains that J. Haey's demand ought to be dismissed. Decided by the Court, that Jacob Haey be condemned to pay, without delay, the fl. 40. for the bed to Luycas Eldertsen according to assignment, without prejudice to his instituting his action against the Capt. or his assigns for the Negroes.

Jan Jansen van Broutangie, pltf. v/s Jan Jansen van Groeteboecken, deft., complains, that deft. has inflicted great injury on him and struck him which [is very] apparent—that his wife, who is in childbed, was also beaten by deft's wife, and indecently treated ; also that deft. accused him of having taken a bottle of brandy from Litschoe's maid and promoted thievery ; demands proof thereof, and such immediate reparation as shall

be considered satisfactory. Deft. does not deny, that there has been trouble and quarrelling, but says, pltf. first struck him and was the cause of the trouble ; he states, that he saw D. Litschoe's maid divers times give pltf. the brandy in small bottles, which he took ; but whether it was stolen or not is unknown to him. He offers to confirm the same by his own and wife's Oaths, who also saw the transaction.

Daniel Litschoe, pltf. v/s Jan Jansen van Groeteboecken, deft., says deft. accused his maid servant of having given Brandy by the glassful to Jan Jansen van Broutangie ; requests proof thereof, or in default, that deft. shall be punished as he deserves. Deft says (as before), that he and his wife saw pltf's, D. Litschoe's, maid give Jan J. van Broutangie divers times the bottle of brandy—the last bottle on the evening of last Sunday Eight days, between 7 and 8 o'clock, but says that he does not know whether the liquor was stolen or not. Sara Jansen, deft's wife, being heard, corroborates the preceding statement and declaration of her husband. Daniel Litschoe again being heard, says that he did not sell any brandy about that time to J. J. van Broutangie. The Court decides, inasmuch as there were two questions before it ; one of assault and battery ; the other of theft, which must therefore be enquired into according to custom, the Sheriff shall take information on the aforesaid matter, in order to find out the truth for the Court.

Arent Jacobsen Calebuys, pltf. v/s Claes Tysen, deft., says, that he contracted with deft. to convey 26 Planks of 25 ft. long to Fort Orange, which not being taken on board at the appointed time, 6 planks drifted away ; demands compensation for said planks, as the same happened through deft's neglect. Deft. acknowledges, to have accepted the freight of the planks, but he was prevented by circumstances from taking them on board, and says, that he was discharged from the freight by Jacob Haey's wife. Denies that there was a time fixed for receiving them, and maintains that he is not indebted. Pltf. is ordered to prove, that a time was fixed to receive the planks, and at the same time how many had drifted away, when further disposition shall be made of the matter.

Borger Jorisen, pltf. v/s Paulus Heymans, deft. Deft. in default.

Evert Jansen, pltf. v/s Daniel Litschoe, deft. Both in default.

Jan Peck, pltf. v/s Arent Jansen, the Provost Marshal, deft. Deft. in default.

Luycas van Liphorst, pltf. v/s Jacob Symonsen Clomp, deft. Pltf. demands payment of fl. 7. balance, according to — — handwriting. Deft. says, he fulfilled the handwriting, to a guilder, with 100 planks, which he delivered here, on the Strand; and that pltf. says, he received only 94 p., whence the fl. 7, which he demands. It is adjudged, that, inasmuch as neither party had sustained his statement by proof, nor the receipt of the planks, no person being present, when they were counted, and deft. maintaining, that 100 pl'ks were delivered on the Strand, they shall split the difference, to wit :—Jacob Clomp shall pay 4 gl. to L. van Liphorst, and therewith all shall be even.

Sybout Claessen demands, by Petition, inasmuch as the sheet planking before his house, has fallen down through the last high water, and the other neighbours leave their lots unsheeted, and he, alone, should not be obligated to repair the same at considerable expense,—that the Burgo-masters and Schepens be pleased to order, that the gardens from the corner of the Ditch to the City Hall, be all equally planked up. Whereupon was endorsed :—The request being found reasonable, it is ordered by the Court, that each one shall plank up (*beschoeyen*) in front of his lot from the City Hall to the corner of the Ditch (*Graft*) including the City Hall building; failing which the same shall be executed by the Court at the expence of the lots, which are in default.

On the instant request, both oral and written, of Jan Peeck to be allowed to pursue his business as before, inasmuch as he is burthened with a houseful of children and more besides, the Court having considered his complaint, and that he is an old Burgher, have granted his prayer, on condition that he comport himself properly and without blame, and not violate either one or the other of the placards, on pain of having his business stopped, without favor, and himself punished as he deserve, should he be found again in fault.

Whereas the Worshipful Court is not aware, that any letters have arrived for the Board by the ships the *Flower of Guelder*, arrived here on the 30<sup>th</sup> Oct. last, or by the *Pear Tree*, on the 9<sup>th</sup> Nov., Resolved that P. L. vandie Grift and P. van Couwenhoven, be appointed to converse there-upon with the Honble. Governor General, and enquire if there be any among the despatches to him.

Notice.

The Burgomasters and Schepens of the City of New Amsterdam, propose with the approbation of the Hon<sup>ble</sup> Director General, on Monday next, the 16<sup>th</sup> Novemb. about 11 o'clock, at the City Hall, to ordain and establish a Rattle Watch of 4 to 6 men to guard this City, by night. Wherefore, all persons, who desire to undertake the same, are warned to repair to the aforesaid place, at the aforesaid time, to hear the conditions, and to act according to circumstances. Done this 10<sup>th</sup> of Novemb. 1654, at the meeting of the Burger's Court Martial in the City Hall, New Amsterdam.

Monday the 16<sup>th</sup> Nov. 1654. In the City Hall.

Present—P. L. vandie Grift, and P. van Couwenhoven.

No other members coming, parties were called. W. Beeckman entering, the rules for the Rattle Watch were made, and having waited until the appointed time, and no one coming to undertake it, the meeting adjourned without anything have been done.

Monday, the 23<sup>d</sup> Nov. 1654. In the City Hall.

Present—the Heeren P. L. vander Grift, Will. Beekman, Oloff Steven-  
sen P. van Couwenhoven, and Cornelis van Tienhoven.

Engeltie Mans, pltf. v/s Tryntie, wife of Poulus Heymans, deft.  
Defts. 2<sup>d</sup> default.

Maria de Truwe, pltf. v/s Arent Jansen, Provost Marshal, deft.  
Defts. 2<sup>d</sup> default.

Arent Calebuys, pltf. v/s Claes Tysen, deft. Deft. in default.

Arent Calebuys, pltf. v/s Jacob Haey, deft., demands evidence of the truth relative to the Planks, the freight for which was agreed on with Claes Tysen. Therefore, deft. appeared in Court and declared, he heard from the mouth of Calebuys, that he had agreed with Claes Tysen, he should take the Planks as freight on Saturday, or Monday; and says that, at that time, there was a freshet, when three of the planks 25 ft long and 24 inches wide, and one plank of 25 ft long and 14 inches wide, which amounted together to 6 planks, were washed away. He further declares, that he, Claes Tysen, spoke and said, he did not know, if he could take in the planks, as his father-in-law was away with the yacht, and that he should give an answer. The Court decided, that Claes Tysen

or the Skipper's Agent be summoned again by Calebuys, when the matter therein shall be disposed.

Roeloff Jansen, pltf. v/s Jacob Bakker, deft. Pltf. again demands payment for building the cellar, according to judgment, as his contract is now fulfilled. At the request of pltf. the Officer was authorized to execute the judgment, according to contract.

Thomas Hall and M. Spicer, pltf. v/s Henry Breser, deft. All in default.

Pieter Bruynsen, pltf. v/s Thomas Hall, deft. Deft. in default.

Pieter Bruynsen, pltf. v/s Pieter Noorman, deft. Deft. in default.

Jan Barentsen, pltf. v/s Geurt Coerten, deft. Deft. in default.

Pieter Jacobsen appears in Court, because he was, this day, arrested by Borger Jorisen for the payment of fl. 119., which he had in iron work for his frigate, and offers to give, for the payment thereof, two sufficient securities, namely Govert Loockermans and Abram de la Nooy, who appearing with him in Court, acknowledge to be ready to act as bail.

On the petition of Warner Wessels, presented this day in Court, wherein he requests leave to sell wine and beer by the small measure, on paying the proper excise ; is Endorsed—Neither Brewers nor Distillers can tap, according to the custom of this City, and the placards of the Noble Director General and Supreme Council—Wherefore, the Petitioner's request cannot be granted.

Resolved in Court to meet again this afternoon to determine on something about the leasing of the excise.

In the afternoon, at 2. o'clock were assembled at the City Hall the aforesaid Burgomasters and Schepens, and it was resolved to deliver the following to the Director Gen'l and Council, to-morrow.

To the Hon<sup>ble</sup> the Director General and the Supreme Council of New Netherland.

The acting Schepens of this City of New Amsterdam make known, with all due respect and reverence :

That whereas by public notice they have seen, that your Honors intend publicly to lease, on the 25<sup>th</sup> Nov. next to the highest bidder the Tappers excise of wines and beer within the aforesaid City, Your Remonstrants (without offence) object to your Honors' proceeding.

This City was granted, by letters from the Lords Directors of the

Chamber at Amsterdam, the Lords and Patroons of this Province, the excise within this City, and therefore we have delivered to your Honors a certain writing, dated 31<sup>st</sup>. August last, wherein we have given such promise, as we had hoped would have brought everything to a good posture, but we have not received any answer up to this time ; so that, on one side or the other, we cannot regulate or do anything.

We trust, therefore, that your Honors will not deprive this City of the receipt of the aforesaid excise, which the Noble Lords and Patroons of this city have granted and allowed ; but in case your Honors may require some aid, it would, in our opinion (under correction) be proper to find something appertaining to the Province, but not specially belonging to this City. Therefore recommending the matter to your Honors' wise discretion, we commit your Honors to the further merciful protection of the Almighty, and remain,

Your Honors' humble Servants,

P. L. van die Grift,

Will Beekman,

Oloff Stevensen.

Done in our Assembly, at the City Hall in New Amsterdam this 23.<sup>d</sup> Nov. 1654.

Monday, the 30<sup>th</sup> Nov. 1654. In the City Hall.

Present—the Heeren P. L. vander Grift, Will. Beekman, Oloff Stevensen, and Cornelis van Tienhoven.

Jan Barentsen, pltf. v/s Geurt Coerten, deft., demands payment of fl. 76 being wages earned last May at days works, and 5 skepels of wheat, value fl. 15., for over work, whereof he rec<sup>d</sup> one skepel of peas @ fl. 4 and half a can of Brandy @ fl. 12., so that a balance remains of fl. 85. Deft. sais that, according to the best of his knowledge, he owes only fl. 60 for days works, besides 5 skepels of wheat, which do not admit of any doubt, requesting proof of acc't. ; on what earned etc. and promises to liquidate the same within 14 days. Ordered by the Court that, pltf. shall furnish deft. with an account of particulars, and agree either by themselves, if possible, or their Arbitrators ; Otherwise to return to Court.

Arent Calebuys, pltf. v/s Laurens Corn<sup>s</sup> van Wel, as Atty. for Claes Tysen, deft. Pltf. as before, claims compensation for six lost planks,

which he had given to Claes Tysen as freight. Deft. denies, as before, that the time was fixed to take them on board, and if any plank had drifted away, it was because pltf. himself had not placed them high enough up in safety, where they could not be carried off, maintaining that he was not responsible for any loss, so long as he received no notice, and no delivery was made. The Court, after having heard and examined pltf. as to whether he could prove his statement, that the time was appointed to receive the planks, or that notice or delivery had been made, received for answer, that he has no other evidence, but what he already exhibited. Therefore the Court having heard the demand and defence on both sides, find, that pltf. has failed in sustaining his statement. His further demand and claim, thereupon, were, consequently, dismissed and the deft. discharged.

Willem Pietersen, pltf. v/s Jan Jansen Schepmoes, deft. Upon a question relative to a security for Hendrick Jacobsen Patervaer's wife for fl. 45., on which deft. took up 30 Beavers. As the acc<sup>t</sup> and difference of parties are to be examined, the Court has ordered each to choose an arbitrator, and as the parties have left the selection to the Court, Daniel Litschoe and Jacob Stryker are appointed, who are hereby requested and authorized to examine the account and differences of the parties, and if possible to reconcile the same; otherwise to communicate their opinion in writing to the Court.

Engeltie Mans, pltf. v/s Tryntie, Paulusen Heyman's wife, deft., demands payment of a balance of fl. 163. for beer delivered. Deft. acknowledges to owe 5 half bbls. of strong beer @ 12 fl. each—fl. 60. and says, that she owed only gl. 20 [on the old debt], which she heretofore had [settled.] Pltf. acknowledges to have received gl. — on the old debt; says, that she owed 23 gl. Deft. is condemned to pay within 2 weeks from date, what she acknowledged to owe; and should pltf. prove, that there are still 3 gl. due her, to pay that in like manner. On pain of execution.

Maria de Truwe, pltf. v/s Arent Jansen, Provost-marshal, deft., demands payment, according to writing, of fl. 14.8., also for one can of Spanish wine and a wine glass, besides, fl. 12.8, making together fl. 27.6. Deft. acknowledges the debt, but pretends to have discharged it by a certain fine, which had been imposed on her. Deft. is condemned to

pay within 14 days the fl. 27.6, which he acknowledges to owe, with the privilege, should he have any action, to institute the same.

Cornelis Hendricksen van Dort, pltf. v/s M<sup>r</sup> Thomas Young, deft., claims, that he had assisted the Ketch off the Hellgate rocks etc. Skipper Laurens Cornelis van Wel, examined, declares, he has heard, that M<sup>r</sup> Young offered One Hundred guilders to C. VanDort, to remove his Ketch off the Hellgate rocks to Manhattans. Will<sup>m</sup> Vestjens declares, as Skipper Laurens, that 100 gl. were offered, but that there was no agreement. Parties having been heard and the proof of the parties' allegation being insufficient, the Court of this City referred the same to two Arbitrators, and appointed, as such, Thomas Hall and Laurens Cornelis Van Wel, to examine the differences between the parties and, on proof, absolutely to decide the same.

Pieter Caspersen, pltf. v/s Teunis Tomassen Quick, deft. Deft. in default.

Govert Loockermans, pltf. v/s Johannis Nefius, deft. Deft. in default. Pltf. exhibiting certain petition and extract from the Register requesting, as attorney for Pieter vander Veen, from deft. payment, according to acc<sup>t</sup> rendered, of his share in the construction of the small ship, the *New Love*, whereupon was decided: Whereas Johannes Nefius being summoned, according to promise of Cornelis d'Potter dated 29 Sept. 1653 given in Court, is in default, and no answer appears to the demand of P. van Veen; the attorney of Cornelis d'Potter is therefore ordered (for the 2<sup>d</sup> time) to answer to the said acc<sup>t</sup> by the next Court day, according to the aforesaid request, or in default thereof, judgment shall be pronounced.

At the request of Albert Pietersen, Trumpetter, rendered by petition, for leave to sell beer and wine by the small measure, on payment of the proper excise—is Endorsed—Petitioner's request is granted on condition of paying the proper excise, according to custom.

Monday, 7. Decemb. 1654. In the City Hall.

Present—the Heeren Martin Krigier, P. L. vander Grift, Will. Beekman, and Oloff Stevensen.

Hans Jansen, gunner of the *Pear-tree*, pltf. v/s Symon Claessen, Skipper of the *Flower of Guelder*, deft. In a matter of slander, wherein deft. accused and charged him, pltf., two days after they had been at sea,

with having given information of the contraband sold to Claes Bordigh, in this manner—that pltf. had told the Fiscaal of it for a can of wine ; demanding proof, or honorable reparation. Deft. demands proof, that such had been said ; when ; how ; and at what time and place it occurred ; when he should vindicate himself. Pltf. was required to prove his statement.

Arent Jansen, Provost Marshal, pltf. v/s Jan Peeck, deft. Deft. in default. Deft's wife appeared in Court ; deft. is ordered to appear in person, as he, and not his wife, is summoned.

Maria de Truwe, pltf. v/s. Jan Swaen, deft. Deft. in default.

Isaack Greveraer, as husband and guardian of Lysbet Juriaensen, daughter of Skipper Juriaen Andriessen deceased, and Daniel Litschoe as guardian of the son of the aforesaid, request, by petition, as the said skipper Juryaen Andriessen's widow is about to marry again, and the two proclamations have been made, that guardians may be appointed by the Court, to proceed according to circumstances for the rights of the children in the father's estate. The request being just, the Burgomasters and Schepens of this City, select as guardians the said Daniel Litschoe and Jacob Strycker, who are hereby required and authorized, to proceed according to equity and proof of the just claims of the children of the aforesaid Jannetie Jans in the matter of their patrimony and to cause the same to be recorded, and confirmed at the Secretary's office of this City, so that it may be found for all time. Daniel Litschoe and Jacob Strycker being called into Court, and being unprovided with any excuse, the said Litschoe and Strycker accepted the same and promised the Court to act honestly therein.

Johannes Nefius answering in writing the demand of Govert Loockermans, attorney for P. C. van Veen for payment of the joint partnership in the construction of the ship, the *New Love*, requests delay 'till the return of or advice from Cornelis d'Potter. Copy hereof is granted to parties to answer the same by the next Court day.

Ordered and Resolved by the Burgomasters and Schepens of this City, that each member of the Board shall draw from the Excise fund in part payment of his allowed salary, the sum of one hundred and fifty guilders, except the Heer Krigier as Burgomaster, fl. 175. Wherefore Jacob Kip is ordered to pay the same into the hands of each of the Court, together with sixty guilders to the Court Messenger as a present for his

services. Thus Ordered and resolved at the Assembly this 7<sup>th</sup> Dec<sup>r</sup> 1654. N. Amsterdam.

Was subscribed, Martin Krigier, P. L. vandie Grift, Will. Beekman, Paulus Wolfertsen, and Oloff Stevensen.

Saturday afternoon, 12<sup>th</sup> Dec<sup>r</sup> 1654. In the the City Hall, were assembled The Worshipful Heeren Martin Krigier, Allard Anthony, P. L. vander Grift, Will. Beekman, P. v. Couwenhoven, Oloff Stevensen, Johan Nefius, and Cornelis van [Tienhoven].

At this Meeting it was unanimously Resolved, Whereas the Rt. Honble [Director General] intends to depart, the Burgomasters and Schepens shall compliment him, before he take his gallant voyage, and for this purpose shall provide a gay repast on next Wednesday noon, at the City Hall, in the Council Chamber. Whereupon the list of what was required was made out, and what was considered necessary was ordered.

Copy.

This 8<sup>th</sup> Decemb. 1654. New Amsterdam. Extract.

At a meeting of the Supreme Councillors, Nicasius desille, J. La Montagne, and the Heer Fiscaal Corn<sup>s</sup> van Tienhoven, with the Burgomaster Martin Krigier and Schepens Paulus Leendertsen vandie Grift, Will Beekman and Oloff Stevensen, of the City of New Amsterdam in New Netherland.

The Hon<sup>ble</sup> General Petrus Stuyvesant inquired whether it was not necessary to increase the present number of Burgomasters and Schepens of this City, by the addition of one Burgomaster and one Schepen.

The Supreme Councillors decide, that such is necessary; from the persons named by the Supreme Council, the Director General elected Allard Anthony as Burgomaster, and Johannes Nevius as Schepen.

Allard Anthony and Johannes Nevius being called before the Meeting took before the Director General the accustomed Oath, the first as Burgomaster; the second as Schepen. Done at the Meeting of the Hon<sup>ble</sup> Director General and Supreme Council of New Netherland, the year and day aforesaid.

Underneath stood,

Agrees with the Register of Resolutions of the Hon<sup>ble</sup> Director General and Supreme Council of New Netherland, and was signed,

Cornelis van Ruyven, Secretary.

Monday, the 14<sup>th</sup> Decemb. In the City Hall.

Present—the Heeren Martin Krigier, Burgomaster, Willem Beekman, Pieter van Couwenhoven, and Oloff Stevensen, Schepens ; the Heer C. van Tienhoven, Sheriff, together with Allard Anthony, Burgomaster, and Johannes Nefius, Schepen, who took their seats, on this day, for the first time.

Arent Jansen, Provost Marshal, pltf. v/s Jan Peeck, deft., demands payment of the fine as deft., first, has tapped, notwithstanding the denial of his license ; secondly, because he has had tapping and Clubs after nine o'clock. Deft. denies it. The Court orderes pltf. to prove his statement by notarial declaration against the next Court day.

The Heer Paulus Leendertse vandie Grift, present.

Hendrick Jansen Ruyter, pltf. v/s Arent Jansen, the Provost Marshal, deft., demands payment of fl. 25.2 for consumed victuals. Deft. acknowledges the debt and prays delay. Deft. is condemned to pay pltf. and whereas deft. is content, that the Heer Tienhoven shall pay the same from what comes to him on acc<sup>t</sup> of the prisoners, pltf. is satisfied therewith and the parties are reconciled.

Marinus Luyckesen, pltf. v/s Laurens Cornelis van Wel, deft. Deft. in default.

Willem Beekman, pltf. v/s Richard Palton, deft. In case of Arrest. Deft. in default. Pltf. complains, that deft. has gone away and departed, notwithstanding said summons and arrest.

Maria de Truw, pltf. v/s Jan Swaen, deft. Pltf. demands payment of fl. 17.12 stiv. Deft. says, that he gave an order on Christman deceased to pay pltf. the same out of his monthly wages. He claims something from pltf. for earned wages. It is ordered, that the books of Christman dec<sup>d</sup> be examined, to see if deft. be debited therefor. If not, he is condemned to pay pltf., after deducting, what justly belongs to himself.

Skipper Symon Claessen, pltf., v/s Cornelis Schut, deft., demands payment of fl. 119.12 for freight etc. according to acknowledgement, and that in beavers. Deft. offers to pay pltf., but in guilders according to agreement, which does not mention beavers. He maintains, therefore, that he does not owe beavers, but Wampum or the currency of this place. Deft. is condemned to pay pltf. in merchantable beavers, according to the custom of freight here, pursuant to the statement of Sieur Cornelis Steenwyck and Claes v. Bordigh, who were hereby requested and authorized thereto.

Laurens Cornelisz van Wel, pltf. v/s Michel Paulissen. Both in default.

Govert Loockermans appeared in Court and delivered his reply (in writing) to the answer of Joh. Nefius, in the matter of the joint partnership of the *New Love*. Requesting quick dispatch. Joh. Nefius requests copy thereof in order to reply thereto and to the acc<sup>t</sup> of pltf's claim.

Endorsement :

At the request of Joh. Nefius, copy of the same was granted him, together with copy of the acc<sup>t</sup>, which pltf. shall render, and it is Ordered, that he reply thereto by the next Court, or in default, judgment shall be rendered according to pltf's demand.

Daniel Litschoe and Jacob Strycker, as appointed guardians of the minor children of dec<sup>d</sup> Juryaen Andriessen, presented in Court, this day, the inventory by them taken of the property and Estate of the said Juryaen Andriessen's Widow, Jannetie Jans : with a certain petition, whereby the Court is requested, to decide whether the house and lot, furniture etc. should be appraised or sold by auction : or whether the widow shall agree to the purchase of the children's father's property. Also, whether the Court understands, that Isaak Greveraet, (and the two minor children) shall participate in the inheritance, in virtue of his wife, Lysbet Juryaensen, being deceased's daughter, in addition and together with the outfit, according to a certain Ordinance and law mentioned in the Petition.

Whereupon was endorsed :

The tenor of the petition having been read, the widow of dec<sup>d</sup> Juryaen Andriessen, and the guardians of the surviving children of Juryaen Andriessen, are authorized, to have the residuary estate valued by disinterested persons, according to the inventory, or otherwise to cause the same to be publicly sold for the profit of the Widow and Orphans ; or to have a sale effected between the widow and guardians of the surviving children. And after one or other of these shall be concluded, communication thereof shall be given to the Burgomasters and Schepens of this City, in order to examine and ratify the transaction for the peace of the one and the better vindication of the other. Concerning the matter of Isaak Greveraet, the Burgomasters and Schepens refer them to the Custom and written law of the Fatherland. Done, this 14 December 1654 at Amsterdam in New Netherland.

As the winter and holidays are at hand, the Burgomasters and Schepens resolve, that there shall be no ordinary meeting between this date and three weeks after Christmas. Wherefore, the Court Messenger is ordered not to summon any person, in the meantime, to a Regular Court. Done etc.

Extraordinary Court held on Friday the 18<sup>th</sup> Decemb. 1654. In the City Hall, at Amsterdam in N. N.

Present—the Heeren Martin Krigier and Allard Anthony, Burgomasters, P L. vandie Grift, Will. Beekman, P. van Couwenhoven and Oloff Stevensen.

Govert Loockermans as atty for Pieter Cornelisz van Veen, pltf. v/s Johannes Nefius, as atty for his father in law Cornelis de Potter, deft. Pltf. persists in his previous claim, that deft. shall be condemned to deliver and pay over to him, pltf., in his aforesaid capacity, the monies which, according to acc<sup>t</sup> rendered, Corn<sup>d</sup> de Potter owes on the joint building of the vessel, the *New Love* ; or at least that the same be sequestered. Deft. handed in his written reply, requesting delay until advices from, or the arrival of his father, aforesaid. Burgomasters and Schepens of the city, having heard and examined the demand, answer, reply and replication of the parties, together with the declaration of Claes van Elsand, Court Messenger, relative to the summons served in the name of Pieter Corn<sup>d</sup> van Veen, on Cornelis de Potter, before his departure, have, after mature deliberation on every thing material, condemned, as we do hereby, the deft., Johan. Nefius, as attorney for his father in law Cornelis de Potter, to produce at the Secretary's office of this City, within 14 days from date, the monies, which Cornelis de Potter owes on the joint construction of the ship the *New Love*, according to the acc<sup>t</sup> rendered as well by pltf. to Sieur Corn<sup>d</sup> de Potter, as to the Sieur Joh. Nefius.

Jacob Jansen Huys, Skipper of the *Pear-tree*, pltf. v/s Pieter Rudolphus, deft. Pltf. demands payment of the freight earned in the aforesaid ship ; being willing to deduct the fl. 64. for damages which, by decision of the two Arbitrators, the deft. suffered in his goods. Deft. demands, in writing relief from and the annulment of the decision rendered by P. L. van die Grift and Cornelis Steenwyck, dated 14<sup>th</sup> inst. relative to the loss of goods, being ready to pay the freight, on condition of deduct-

ing so much per cent. as others. He demands, also, from the Skipper aforesaid, free of damage and loss, compensation and reparation of the damage, done to his goods in the aforesaid Ship, according to appraisement and estimation of the Court, or indifferent valutors.

Endorsement :—

Copy hereof shall be given to the Skipper Jacob Jansen Huys to reply thereto at the next Court.

Burgomasters and Schepens of the City of Amsterdam, in New Netherland, having seen the agreement entered into by the appointed guardians of the Minor Children of the late Juryaen Andriessen and Jannetie Jans, his widow, dated the 15<sup>th</sup> of this month, relative to the sale of the Children's father's property, and executed before the Notary Schelluyne, and presented this day in Court, have approved of and ratified the said agreement and sale, on condition that the house and lot now, according to agreement, in the Widow's possession shall be hypothecated in the Secretary's office of this City, before two Schepens. Done this 18<sup>th</sup> Dec. 1654, in the Court aforesaid at the City Hall in Amsterdam in New Netherland.

Monday, the 18<sup>th</sup> January 1655. In the City Hall were assembled The Heeren Martin Krigier, Allard Anthony, Will. Beekman, Pieter van Couwenhoven, Johannes Nefius and Cornelis van Tienhoven.

Pieter Hudde, pltf. v/s Jan Martyn, deft., demands payment of fl. 285 in beavers, according to an obligation, dated 5 Sept. 1654. Deft. acknowledges the note to be due ; but demands payment of certain 10 lbs of Cochineal sold and delivered to the pltf. for 3 skepel of wheat per pound, or what the same shall bring in the market. Pieter Hudde says, that he bought from the deft. Jan Martyn some Cochineal and no pepper as it turned out to be and was shown in Court. He therefore maintains that he is not indebted. Deft. Jan Martyn is condemned to pay the fl. 285 within two months from date, according to obligation. As to the other matters in question, touching the Cochineal and pepper, the parties both on the one side and on the other, may duly institute and verify their action.

Officer Tienhoven having summoned Jacob Steendam \* to Court for

\* Jacob Steendam, the first poet of New York, was, it is supposed, a native of Enckhuysen, Holland. After a service of 15 years in the employ of the West India Company

having erected, wholly out of the line of the Street, his house opposite old J. van Couwenhoven's, without the consent of the Fence viewers, or the Court, requests for the prevention of all irregularities, that two or three members of the Court be appointed to visit the building and to regulate the same, as it shall be found necessary. Jacob Steendam insisted that he could build on his lot, as he pleased. The request of the Officer being found reasonable, it is Ordered, that two of the Court be appointed to inspect and regulate the building in such a manner, as shall be found necessary ; and for that purpose were chosen, besides Officer Tienhoven, Burgomaster Allard Anthony and Schepen P. van Couwenhoven.

Allard Anthony, pltf. v/s Teunis Kraey, deft., demands payment of a certain note drawn by deft. in his favor, on the 21<sup>st</sup> Sept. 1651, amounting to fl. 82 . 5. with interest at 10 per cent per annum and costs. Deft acknowledges the note ; says, he has paid something thereupon, but does not know how much. Pltf. exhibits particulars of acc<sup>t</sup>, whereon the debt accrued, and that fl. 34 were paid thereon ; complaining further, that deft. insulted him. Deft. therein acknowledging his error was forgiven. And, further, the obligation and what was paid thereon being examined, it was found that deft. still owes a balance of fl. 48 . 5. to pay which amount, in two weeks the deft. is this day, condemned by the Court. What regards the claim of pltf. for interest and costs, he was compensated by the commission on the sold goods and the Kennebec traders, which is not deducted in the acc<sup>t</sup>, and, therefore, his demand, in this particular is dismissed.

Jan Jansen from Broutange, Tailor, pltf. v/s Cornelis Hendricks van Dort, deft. Pltf. demands payment for a woollen cloak fl. 8., and for a coat fl 6. ; in all fl. 14. Deft. says, he does not refuse to pay pltf. but requests that he shall first return him the cloth, that remained. The Court of this city orders, that Hendrick Kip and Jacob Strycker,, both Tailors he came to New Amsterdam about the year 1650, to reside there 10 years apparently as upholsterer (see vol. I., p. 158 *et seq.*) and wrote in 1659 his poem, called the " Complaint of New Netherland," which is the first known attempt at versification in this State. This was followed by " Praise of New Netherland " in 1661, about which time he returned to Holland, disposing of his real estate in the City and on Long Island, viz. on Pearl Str., near the Battery ; on the Eastside of Broadway below Wall Str., on Exchange Place, betw. William and Broad Str. ; on Pearl Str., West of Coenties Slip, and lands in Mespah and Flatlands, L. I. In 1666 he went to the East Indies and died at Batavia, Island of Java, about 1672. The late State Senator Murphy published the poems in English.—B. F.

here, shall examine and inspect the manufactured cloak and coat, to see if the cloth, which deft. gave is all used or not, and on coming to a conclusion, communicate their opinion in writing to the Court, should parties not come to an agreement.

Fredrick Lubbertsen, pltf. v/s Warner Wessels. deft. Pltf. rendering, his demand in writing, requests that deft. be condemned to pay him the balance of monies due on the purchase of his house, and to enter sufficient bail, that the bill of exchange already drawn shall be accepted ; or that he shall again restore him the house and pay the rent for the time he has resided therein. Deft. shews by acc<sup>t</sup>, that he paid pltf. up to fl. 83. after the first payment, both by the bill of Exchange for fl. 600. as otherwise ; requesting delay, until the same be paid, maintaining that he is not bound to give security for the payment of the Bill of Exchange. Deft. is condemned to fulfil the contract, entered into on the 9<sup>th</sup> March 1654. and to pay pltf. according to the tenor thereof without delay.

Cornelis Jacobsen Steenwyck, pltf. v/s Pieter Kock, deft., demands repayment of fl. 200. in wampum, which he loaned him. Deft. acknowledges receipt and debt, but requests that the money be paid to him which has been realized from the sale of the property of John the Smith, who absconded for robbery committed in his house, in consequence of which he was obliged to contract this debt, in order to restore the Wampum to the Deaconry ; in order therewith to meet this obligation. Parties being heard, deft. is condemned to pay pltf.

Whereas Jan Gerritsen, Smith, being accused of stealing about 5@ 600 guilders in wampum from the house of Pieter Kock, Burger and inhabitant of this City, has absconded, and to this date has not returned to answer ; therefore the Burgomasters and Schepens of this City, have, at the request of the aforesaid Pieter Kock, and for the restoration of the stolen wampum, consented, that, he shall appropriate the monies, accrued from the old iron work sold to Burger Jorissen, according to obligation of fl. 111.7½. together with 6 beavers sequestered by the Secretary and should he know of anything else belonging to the aforesaid Jan Gerritsen, he shall report the same, so as to obtain something back towards his loss. Therefore Secretary Kip is ordered to hand over to him the aforesaid obligation with assignment, in the name of the Burgomasters and Schepens, together with the sequestered Beavers.

Johannes de Peyster and Johannes Nefius as Deacons, pltf. v/s Hendrick Hendricksen, Tailor., deft., demand payment of fl. 246, being borrowed money, and interest thereon due Deacons since the year 1651. Deft. acknowledges receipt of fl. 181. from the deaconry, which with promised interest amounts to the above demand, requesting delay until spring. Burgomasters and Schepens condemn the deft. to pay within one month the aforesaid debt to the pltf. in their quality as aforesaid, on pain of instant execution.

Cornelis Steenwyck appeared in Court and exhibited a certain obligation, dated 22<sup>d</sup> Dec 1653, signed by Burgomasters and Schepens, amounting to the sum of fl. 935. for work and materials furnished for the public defence. Requesting payment of the same—was answered, The Petition shall be attended to in time and season.

Read the answer of Allard Anthony in quality of Attorney of Jacob Jansen Huys, skipper of the *Pear-tree* to and against Pieter Rudolphus, deft., ordered and requested that Govert Loockermans, Johannes de Peyster and Johannes Pietersen Verbrugge do examine the matter in question, before the Court of this City, between Allard Anthony in his quality aforesaid of the one part and Pieter Rudolphus of the other part, and to communicate in writing, according to the best of their knowledge, their opinion to the Court, in order that, after delivery of documents and opinion, judgment may be pronounced, should parties not be satisfied.

Isaak de Foreest appeared in Court stating, that there is, next to his house and cellar \* a waste and unoccupied lot, whence his cellar is filled with water, and he suffers and must experience much damage, requesting that Daniel Litschoe, the owner or agent of said lot, be ordered to build thereon, according to the Placards, or to have the same rated, in which case he petitioner shall build thereon. Ordered, that Daniel Litschoe be called on to build on his lot and to keep the petitioner harmless.

The Officier Tienhoven informed the Burgomasters and Schepens that the Supreme Councillors intend to appoint D. van Schelluyne High Constable (*Concierge*), and should the Burgomasters and Schepens have aught to say against it, it was resolved and concluded that they should deliberate thereon.

\* In the present Stone Str. about 60 f. from Whitehall.—Valentine, *Hist. of N. Y.*, 118.

Monday, the 25<sup>th</sup> of January 1655. In the City Hall.

Present—the Heeren Allard Anthony, Burgomaster, Pieter van Couwenhoven, Johannes Nevius, Schepens.

Cornelius van Lanckvelt, pltf. v/s Jan Geraerdy, deft. Pltf. requests, in writing, that deft. shall be condemned to render, as his late Copartner, a proper account and satisfaction regarding the administration of what they had both transacted together, and that through two impartial referees to be commissioned by the Court. Deft. says, that he has accounted to pltf. through Capt. Labady and one Snuttin, and that they burned all the papers; maintaining that he is not bound to account again. Pltf. denies that they had any mutual settlement, and deft. not exhibiting any discharge or acquittance, the Court condemns deft. Jan Geraerdy to give an acc<sup>t</sup> in due form, to pltf., of his administration through Johannes J. Verbrugge and Cornelis Steenwyck, who are hereby authorized to examine the acc<sup>t</sup> and differences between the parties, and if possible to reconcile them; otherwise to report, in writing to the Court.

Resolved, unanimously, by the Burgomasters and Schepens, that the chest with the old lumber at the house of Jan Schryvers belonging to Jan (Gerritsen) the Smith, an absconder, be sold publicly to the highest bidder, in front of the City Hall, in payment of the expenses incurred by said fugitive.

Monday, the 1<sup>st</sup> February 1655. In the City Hall.

Present—the Worsh. Heeren Martin Krigier, Allard Anthony, Pieter van Couwenhoven, Oloff Stevensen, Willem Beekman, Johannes Nefius and Cornelis van Tienhoven.

Jan Gerardy, pltf. v/s Cornelis van Lanckvelt, demands by petition, that, inasmuch as they had settled their accounts, and deft. lays claim to half the yacht, which they had in company, and denies the deed, which he has thereof, he be condemned to give security to exhibit to the Court the legality and justice of his claim, as well as for the costs accruing thereon. Deft. fully acknowledges to have given such handwriting, but with a view, that said bark might not be attacked and captured by English Privateers, as similar writing was also given in reference to certain tobacco; but adds that it did not apply to the bark. Parties having been heard, and no satisfactory proof being exhibited of their conclusions, the Court orders,

in regard to the claim of pltf. and the representation of deft. that they, on both sides shall enter into such bail for both their claims, and the costs, which may accrue thereupon, to prove their pretensions within two months from date, on pain of his being deprived of his rights, who shall be in default.

On the written request delivered in Court by Jacob Steendam relative to the building on his lot, was endorsed :—Ordered that petitioner shall, pursuant to the survey of the Commissioners, erect his house within 14 days from date, on pain of the Burgomasters and Schepens, in case of failure, directing the Inspector to report, how he shall have acquitted himself herein, and that, meanwhile, he shall not presume to build any further thereupon, before he has obeyed this injunction.

Mr. Gysbert van Imbroecke appeared in Court and stated that a hogs-head of tobacco, belonging to Kingh Tom, had been attached at his house by Nicolaes Boot ; and whereas there is no end to the matter, and the tobacco is spoiling more and more, and lies in his way, he requests, that it may be disposed of, as their Worships may think proper. The request being found reasonable, it is Ordered, That the hhd. of tobacco shall be publicly sold by the Secretary, in front of the City Hall, to the highest bidder, and the monies remain in deposit, until disposition be made thereof.

On the request of Allard Anthony, presented in Court, relative to fl. 51. 18. sequestered in the Secretary's Office, through Pieter Cornelis van der Veen and his Attorney in the matter between him, Allard Anthony and Coenraet Ten Eyck, Secretary Kip was ordered to return him the said monies, as it appears, that Coenraet Ten Eyck has been satisfied by Mr. Doudey.

On the request of Rendel Huwit, an Englishman, to sell beer and wine by the small measure and to keep lodgings here, is endorsed :—Petitioners request is for the present not granted.

Allard Antony, in quality of Att'y. of Jacob Jansen Huys, Skipper of the Ship *Pear-tree*, presented in Court the opinion rendered in the matter between said Allard Antony and Pieter Rudolphus, by Sieurs Govert Loockermans, Johan de Peyster, and Johannes Van Brugge, as impartial arbitrators thereunto requested and authorized by the Court ; and the Court having taken cognizance of the written statement of the said arbitrators

dated 25. Jan'y 1655, decide, that the said opinion is reasonable and just. Wherefore, Allard Antony was ordered to deduct fl. 86. 6. on the freight of said damaged goods, and Pieter Rudolphus was ordered to pay the balance of the freight on the imported goods, and his demand is dismissed relative to the discount of 25 per cent. on the freight, inasmuch as he exhibits no proof or contract therefor. As for the leakage in dispute, nothing appears before the Court ; as either party made no claim, relative thereto, each is at liberty to bring his action. Thus done at the aforesaid Court, this 1<sup>st</sup> Feb. 1655.

Whereas the election is near at hand, and certain monies are still forthcoming and in the Treasury from fines, extraordinary sessions, defaults etc. Ordered that the Secretary make out an account thereof, and collect the same in order, that a repartition be made thereof.

On the 3<sup>d</sup> February 1655, appeared at the Secretary's office of this City, Pieter Rudolphus and declared that, finding himself aggrieved by the sentence pronounced by the Burgomasters and Schepens of this City, dated 2nd Feby. inst., relative to the matters and things, between him, Pieter Rudolphus, and Allard Antony, as attorney of Jacob Jansen Huys skipper of the *Peartree*, he therefore appeals to the Supreme Council of New Netherland ; Done etc. was signed Pieter Rudolphus.

Copy.

Extract.

Whereas pursuant to the privilege of this City of Amsterdam, in New Netherland, some of the Magistrates retire annually on the 2<sup>nd</sup> February and others must be elected in their places by the Director and Supreme Council from the most eligible inhabitants : Therefore the Supreme Council (in the absence of the Hon<sup>ble</sup> Director General) has in conformity with the order of the Noble Superiors and the privilege already conferred by the Lords and Patroons of this Province, elected and chosen, as they hereby elect, in place of the retiring Burgomasters Martin Krigier and Schepens, the old Schepen Oloff Stevensen as Burgomaster together with Allard Antony, and as Schepens, (besides the old Schepen Johannes Nevius) Johannes de Peyster, Johannes van Brugge, Jacob Strycker and Jan Vinje, whom the Commonalty are hereby notified and required duly to honor and respect. Done, Amsterdam, this 31 January A<sup>o</sup> 1655 on Sunday. In the margin stood, On this day, 2<sup>nd</sup> Feb. 1655 the

above named persons have taken the customary oath, and was signed Nicasius d'Silla, La Montagne, Cornelius van Tienhoven. Lower stood ; By Order of the Supreme Councillors, signed, Cornelis van Ruyven, Secretary. Beneath was—Agreed with the Register of Resolutions of the Supreme Councillors, signed Cornelis van Ruyven, Secretary.

Copy.

The necessity for a High Constable (*Concierge*) to enforce executions in civil cases having been brought before the meeting of the Supreme Council, (in the absence of the Director Genl., Petrus Stuyvesant) by Fiscal Cornelius van Tienhoven, Therefore, taking into consideration the proposal of the said Fiscal made on the 17<sup>th</sup> Decbr. 1654, present the Hon<sup>ble</sup> Director General, and Council and the offered resolution, which followed thereon, which required for the maintainance of justice and the execution of sentences that will be rendered either by the Supreme Council, or the Magistracy of this City of Amsterdam, in civil cases ; the Supreme Council by and with the advice and consent of the Burgomasters and Schepens of this City, have nominated and appointed Dirck van Schelluyne to the said office, who appearing at the meeting has taken the proper oath, on the following commission and instruction, saving entire the oath taken as notary at the Hague. Done, Amsterdam, in New Netherland this 6. February A<sup>o</sup> 1655, and was signed, Nicasius de Silla, La Montagne, Cornelis van Tienhoven, Allard Anthony, Oloff Stevensen and Johannes Nevius. Lower stood—By order of the Supreme Council, signed, Cornelis van Ruyven, Secretary.

Copy.

Whereas it is considered highly expedient for the service of this New Netherland Province, the welfare of its inhabitants, and the maintenance of justice and the execution of all civil decisions, that a fit and proper person be appointed in this City of Amsterdam in New Netherland, as High Constable (*Concierge*) to execute judgments in civil cases according to the laudable custom and usance of the City of Amsterdam in Holland, the Supreme Council (in the absence of the General) have, therefore, by the advice of the Burgomasters and Schepens, appointed as High Constable within the jurisdiction of this City, as they hereby do, the person of Dirck van Schelluyne charging, accordingly all and every whom these presents shall concern, not to hinder or molest the

said Dirck Van Schelluyne in any wise, in his office, but rather when necessary and, by him required, to render him all aid for the better execution of his office, which they must do with pleasure and receive our favorable opinion. Thus done in the Assembly at Fort Amsterdam, in New Netherland, the 6<sup>th</sup> Feby. 1655. Was signed, Nicasius de Sille. Lower stood ; By order of the Supreme Councillors, signed, Cornelis van Ruyven, Secretary. On one side was the Provincial Seal, impressed on red Wax.

Instruction given by the Supreme Councillors (absent the Director General) to Dirck van Schelluyne, provisionally appointed High Constable (*Concierge*) of this City of Amsterdam in New Netherland, by which he shall have to govern himself in the performance and exercise of his office and duty.

1.

First, he shall endeavor to levy all executions in civil matters, on the order of the Burgomasters and Schepens of this City touching the domain of this City, and that on such allowance as shall, according to circumstances, be found necessary.

2.

Whenever any judgment rendered by the Burgomasters and Schepens of this City shall be placed in his hands, he shall be bound to govern himself according to the tenor thereof, and having received the same, to put it in execution according to the custom of the renowned City of Amsterdam in Holland, but with all discretion according to the circumstances and constitution of the inhabitants here.

3.

He shall not presume to receive, even through the third or fourth hand, any gifts or presents, to the injury of the rights of those interested, or to delay execution, on pain of deprivation of his office.

4.

The High Constable shall receive, as fee, from all judgments of a hundred guilders and upwards rendered by the Burgomasters and Schepens, twelve stivers from the successful party, on account of said judgment.

5.

From all other judgments below a hundred guilders, the sum of six styvers.

## 6.

From all interlocutory judgments rendered in writing during trial, six stivers.

## 7.

From each insinuation, summons, or renewal which the High Constable shall serve within the jurisdiction of this City, with particulars thereof, he shall receive four and twenty stivers : provided he keep proper Register of the particulars, annotated with day and date.

## 8.

For the sale of distrained goods six guilders per day, each day being reckoned from 9 @ 11 hours, or as many hours, more or less according to circumstances.

## 9.

For making out and affixing notices on three places, each notice eight stivers a piece.

## 10.

For all insinuations, summons and renewals extending beyond the jurisdiction of this City to the Fresh Water, on the Island Manhattans, six and thirty stivers.

## 11.

For insinuations, summons and renewal served beyond the North or East Rivers, either at Pavonia or thereabout, and on Long Island where there is, as yet, no Bench of Justice, he shall receive sixty stivers, good money, it being understood that he shall bring in his acc<sup>t</sup>. for boat-hire, and ordinary expences, and demand the same from his employer.

## 12.

After sale and receipt of the proceeds of the distrained goods, he shall first deduct his salary [fees] and pay over to the successful party, with all despatch, the monies to him belonging.

## 13.

No more of the seized property shall be sold, than amounts to the sum entered in the judgment with costs thereon.

## 14.

For the better execution of his office, the Sheriff, Messenger, and the servants of justice shall assist the High Constable when necessary.

## 15.

The Director General reserves unto himself to change, enlarge, or diminish these, according as circumstances hereafter may demand.

Done at Amsterdam in New Netherland, this 6<sup>th</sup> February 1655. After collating, the foregoing copies are found to agree with the Register of Resolutions of the Supreme Councillors of New Netherland, signed, Cornelis van Ruyven, Secret<sup>r</sup>.

Monday, the 8<sup>th</sup> Feb. 1655. In the City Hall.

Present—the Heeren Allard Anthony, old Burgomaster, Oloff Steven- sen, New Burgomaster, Johannes Nefius, Old Schepen, Johannes d'Peyster Johannes Pieters. Verbrugge, Jacob Strycker, and Jan Vinje, New Sche- pens, who this day have first taken their seats, and Cornelis van Tienhoven, Sheriff.

Borger Jorisen, pltf. v/s Maryn Luyckesen, deft. Pltf. says, that deft. has taken from the wharf his boat which Jacob Teunissen and Abram de Truwe removed from before his door without his consent, made use of it for his yacht, and allowed it to drift away, requesting the restoration of his boat and payment of whatever salvage might arise thereon. Deft. answers, that he has no benefit from the boat, but had been only once to his Yacht, and again made it fast to the Wharf ; main- tains, that he is not bound to restore it or to pay salvage. It is ordered by the Court, that Borger Jorisen shall summon Jacob Teunissen and Abram de Truwe, who are in default, by the next Court day, and institute his action against them, as he says they took his boat away.

Borger Jorisen, pltf. v/s Jacob Teunissen and Abram de Truwe, defts. in default.

Jacob Steendam, pltf. v/s Jacob Hendrickse Varvanger, deft., states, that he purchased and received a deed for a lot from deft. on condition, to free the said lot from all claims, which any one might bring against the same; and whereas now [he has begun] to build, and is forbidden to erect on the furthest ground on the street, he requests deft. be condemned to free the lot according to the deed of survey. Deft. says, he sold and conveyed the lot on such conditions as he received the same from Cornelis van Tienhoven, and requests therefore, that if there be any claim thereupon, the aforesaid Cornelis van Tienhoven shall answer for the same, and he,

deft., be discharged. Cornelis van Tienhoven answering thereupon, says, that the lot was delivered free ; as it appears not to have been burthened, incumbered or charged by any one ; but as to what regards the deduction for a proper road, the owner must abide by the common laws of this place, requesting, therefore, that the survey executed by the Road inspectors may be enforced. Pltf. J. Steendam was Ordered to institute his action against the person, who sold to him, and to follow the Order of the 1<sup>st</sup> of Feby. On the further request of Jacob Steendam, presented in Court, to be permitted to place his house in question (opposite J. v. Couwenhoven) on the Strand, according to survey, the Court granted the same, and thereto were commissioned as Inspectors, Oloff Stevensen and Pieter van Couwenhoven with the Officer Cornelis van Tienhoven. Done, this 8<sup>th</sup> Feb. 1655.

Corn<sup>s</sup> van Tienhoven informed the Court, that he had been informed that the country people intended *Riding the Goose*\* again as they did last year, and enquired, therefore, if their Worships of the Court would do anything to oppose it ; that it was forbidden by Resolution of the Supreme Councillors and prevented. Therefore it was decided by the Court that the Fiscal Tienhoven shall, *ex officio*, seasonably declare the same to be illegal.

Allard Anthony exhibiting in Court certain judgment, dated 18 Jany. last, rendered by the Burgomasters and Schepens against Teunis Kraey for the sum of fl. 48.5. requests, that inasmuch as the said Kraey has failed to pay in accordance with said judgment, the High Constable be authorized to levy execution. Request being found reasonable, on the judgment was endorsed : At pltf's request, the High Constable is authorized to execute, in due form, the forementioned judgment.

Monday, the 22 Feb. 1655. In the City Hall.

Present—the Heeren Allart Anthony, and Oloff Stevensen, Burgomasters, Jacob Strycker and Jan Vinjie, Schepens, and Cornelis van Tienhoven, Sheriff.

Fiscal Cornelis van Tienhoven makes known to the Court, that apparently some of the Company's Soldiers and Servants will ask the Court for permission to tap, and as many Soldiers and Servants will, thereby, be

\* See Laws and Ordinances.

led into debauchery and many irregularities will occur, he requests the Court will be pleased not to grant their application.

Jacob van Couwenhoven, pltf. v/s Rendel Huwit, deft. Deft. in default.

Borger Jorisen, pltf. v/s Abram d'Truwe, and Jacob Teunissen, defts. Pltf. says, that defts. took his boat without his knowledge from "the Wall" and carried it to their Yacht, and sailed from One Ship and Yacht to the other, and in the meanwhile the boat drifted away; he requests that defts. be condemned to restore his boat and pay whatever salvage may accrue thereon. Defts. deny having taken the boat from "the Wall," or to have made use of it; but that they saw the boat at the Yacht, when they sold and delivered it [the yacht.] Pltf. Borger Jorisen was ordered to prove by the next Court day, by whom the boat was taken without his knowledge and consent from "the Wall" and then to summon the parties, when further disposition shall be made of the matter.

Jan Jansen Langedyck, pltf. v/s Nicolaes van Holsteyn, deft. Pltf. rendering his demand in writing touching certain tobacco, which deft. removed from his premises on Sunday during the preaching, in the absence and without the consent of pltf. and for which he refuses him proper payment. Copy of pltf's demand was thereupon granted by the Court to the Officer at his demand, and pltf. was ordered to summon his party by the next Court day, and to prove his allegation.

Gerrit van Neut and Jan van Cleeff, pltf's. v/s Jan Sybrantsen, deft. Deft. in default.

On the request of Caspar Steynmets, rendered by petition, for leave to tap beer and wine, for the accommodation of the burghery and strangers etc. Was endorsed—Petitioner's request is granted, according to the custom of this place.

Sybout Claessen, carpenter, states, by petition, that he has agreed with Paulus Leendertsen vandie Grift, late Schepen, to construct sheet piling (*Schoeinge*) before the City Hall; and whereas he is prevented from performing the work by the sudden winter, and the want of materials, enquires therefore, whether the Burgomasters and Schepens persist in the said resolution or desire a change in the work, also whether when the plan is made, they will be pleased to deliver the materials. Whereon was endorsed—Burgomasters and Schepens are resolved, that the undertaken

work shall proceed according to contract, and that the plan and necessary materials be delivered to the petitioner.

On the petition of Hendrick Jansen Sluyter, Soldier, to tap, is endorsed—For reasons, petitioner's request is denied.

The petition of Daniel Litschoe to erect a wharf before his door on the Strand,\* and that the other neighbours be ordered to do the same, is handed to Fiscal Cornelis van Tienhoven to communicate the same to the Supreme Council.

On the written petition of Pieter Rudolphus presented in Court, relative to the leaking of the barrel etc in question, contra Allard Antony, as attorney for Skipper Jacob Jansen, it is ordered:—The tenor thereof being read in court, Burgomasters and Schepens refer petitioner to the judgment rendered by their Worships in date first of Feb<sup>y</sup>. As to the further open question about the leaking of the barrel, which has not, as yet, been brought before the Court, and relative to which no disposition can yet be made, petit<sup>r</sup> is ordered to produce, within 14 days (on pain of being debarred of his right of action) sufficient proof how much, and what loss he has suffered by leakage, with a stipulation how the damage occurred. Meanwhile the Court will order two coopers to inspect the barrel, who shall report thereon to their Worships and petitioner; which done, the Court will deliberate thereupon and decide according to the merits of the case. In the interim, petitioner is ordered, pursuant to aforesaid judgment and on the instant request of Allard Antony, to satisfy, according to the tenor thereof, the freight belonging to Jacob Jansen.

The Hon<sup>ble</sup> Cornelis van Tienhoven informed the Court, how Gysbert van Imbroeck has by petition requested the Supreme Councillors for permission to make a lottery of a certain quantity of Bibles, Testaments and other books according to catalogue, that two be appointed to value the same, and to select something for the Poor therefrom; and asked if Burgomasters and Schepens had any thing to say against it, as it was a matter, which concerns the Commonalty. Whereupon it is

Resolved that the same being advantageous, shall be proceeded with.

Secondly, whether the Burgomasters and Schepens would please to assemble in the morning in the Supreme Council for the purpose of agree-

\* Near the corner of Wall and Pearl Str., the latter being called the Strand.

ing on something relative to the Fire Inspectors, chimneys, and the banks of the river, within this City etc. It was decided in the affirmative.

Monday, 1<sup>st</sup> March 1655. In the City Hall.

Present—the Heeren Allart Anthony, Oloff Stevensen, Cornelis van Tienhoven, Johannes <sup>Fr</sup> Verbrugge, Johannes Nefius, Johannes de Peyster, Jacob Strycker, and Jan Vinje.

Jacob van Couwenhoven, pltf. v/s Rendel Huwit, deft., demands payment of the sum of fl. 47. 7. Def. acknowledges, to be indebted to Jacob van Couwenhoven, but shews by a judgment obtained by George Ryght (Wright) at Gravesend against J. v. Couwenhoven, amounting to fl. 123., that the monies are arrested in his hands by Geo. Ryght of Gravesend. Jacob van Couwenhoven denies the debt to George Ryght; denies also that he was ever summoned or had been before the Court, but on the contrary claims still about fl. 98. from George Ryght. Parties having been heard, it was decided by the Court, that Rendel Huwit be condemned to place, within 14 days from date, the fl. 47. 7., which he acknowledges to owe to J van Couwenhoven, in the hands of the Secretary of this City, to remain there, until the question be determined between pltf. and George Ryght.

Jan Jansen Langedyck, pltf. v/s Nicolaes van Holsteyn, deft. Pltf. rendering his demand in writing requests, that deft. be condemned to produce the duffels, which he has promised to deliver for pltf's tobacco, and to repair and pay the damage, which pltf. has suffered by the unreasonable removal of the tobacco and this suit, to be estimated by arbitrators to be appointed by the Court. Def. acknowledges to have purchased the tobacco at 5 stiv. the pound to be paid for in blue cloth, without any duffels being named; acknowledges that on Sunday, during the Sermon, he removed the tobacco from pltf's house in a cart, which came passing by, but says that it was then fair and seasonable weather and that pltf's wife consented; adds, that he still [has] the tobacco, which is forthcoming, whenever he likes. Pltf's wife being heard, says she did not consent to the removal of the tobacco, neither did she object to it; but that duffels were to be received at the rate of two and a half ells \* for eight guilders. Nicolaes Holsteyn being heard again, says there

\* One ell=2 feet.

were 280<sup>lbs</sup> of tobacco, which was cured, and about 30<sup>lbs</sup> not cured. Burgomasters and Schepens referred them to Johannes Nefius, Govert Loockermans and Cornelis Steenwyck, to examine the differences on both sides, and according to the result to deliver their opinion (saving the action of the Officer) and in default of agreeing to communicate their opinions in writing to the Court.

Gerrit van Neut, pltf. v/s Jan Sybrantsen, deft. Inasmuch as deft. borrowed a gun from the pltf. full two months ago and has not yet returned it, restoration of the gun is now demanded, in as good condition as when loaned, or payment of 4 beavers, which it cost the pltf. Deft. undertakes to deliver the gun, within eight days from date hereof, to the pltf. in as good order as he received it, or in addition to its restitution, six guilders according to its condition. Wherewith both parties were satisfied.

Nicolaes Terhaer, pltf. v/s Arent Jansen, Provost Marshal, deft. For payment of fl. 6.16. and whereas defendant is now detained and no default can be granted, he is ordered to be again summoned.

Maria Geraerd, pltf. v/s Harmen Douwes, deft. Both in default.

Harmen, the Cooper, pltf., v/s Jan Willemsen van Leyden, deft. Pltf. says his son bought a sow from deft. for fl. 26. and paid thereon all but 2 gl. Requests delivery of the sow. Deft. says, he does not know pltf.; demands that he shall exhibit authority from his son, when he deft. will institute the action, which he has against his son. Pltf. says, he has no power from his son, but a verbal order, which he says he can prove, and if deft. has any lawful claim, he promises to fulfill it. Deft. Jan van Leyden, instituting his action says, that defts son has berated his wife for a whore and threatened to cut out her tongue; also that she must rear and maintain hogs or otherwise starve, and that she cost more now, than she was worth. Acknowledges that he received two beavers and other things to the amount of 24 gl. Burgomasters and Schepens, on hearing the parties, have condemned deft., Jan van Leyden, to deposit in the hands of the Secretary of this city within eight days from date, the fl. 24. which he acknowledges to have received on the sale of the pig, and that the pig shall then belong to him.

Cornelis van Tienhoven, as Sheriff of this City, pltf. v/s Abram de la Sina, a Jew, deft. Pltf. rendering his demand in writing, says, that he,

De la Sina, has kept his store open during the Sermon, and sold by retail, as proved by affidavit ; concluding, therefore, that deft. shall be deprived of his trade, and condemned in a fine of six hundred guilders. The charge having been read before deft., who not understanding the same, it was ordered that copy thereof be given deft. to answer it by next Court day. Fiscal Cornelis van Tienhoven informed the Burgomasters and Schepens, the Director General and Supreme Council have resolved, that the Jews, who came last year from the West Indies and now from Fatherland, must prepare to depart forthwith ; and that they shall receive notice thereof, and asked, whether Burgomasters and Schepens had anything to object thereto. It was decided, No ; but that the resolution relating thereto should take its course.

Allard Anthony informed the Court, that the Supreme Council (on petition of Gysbert van Imbroeck relative to a book-lottery) has resolved, that the same be proceeded with, and that the books be accordingly valued at one hundred over the Invoice, whereof the poor should received one third including expenses ; the surplus to be for petitioner ; whereunto were appointed from the Supreme Council, the Heer Montagne ; requesting that two may be adjoined to him from this Worshipful Court. Therefore it is that by plurality of votes were commissioned thereunto, the Heeren Allard Antony and Johannes Nevius as appears by the following :  
The votes :

Allard Anthony	{	Oloff Stevensen I.	
		Johannes Nevius IIIIII.	
Oloff Stevensen	{	Allard Anthony IIIIII.	} Plurality.
		Johannes Nevius	
Joh: Nevius	{	Allard Anthony	
		Johannes d'Peyster I.	
Joh: d'Peyster	{	Allard Anthony	
		Johannes Nevins	

Johan Verbrugge like Joh. d'Peyster ; Jacob Strycker like d'Peyster ; Jan Vinje like Strycker.

Whereas the Lords Patroons of this Province have been generously pleased to grant the City Hall to the City, therefore early measures must be taken to repair and protect the said house with sheet piles (*Schoeyinge*) ;

and whereas it is much incumbered by a quantity of salt deposited therein by Cornelis Schut and otherwise cannot be conveniently entered, before the said City Hall be emptied of certain goods and lodgers, their Worships are, therefore, of opinion that Cornelis Schut be seasonably notified by the Messenger, to provide himself with a store-house for his salt, and those who lodge therein to procure other lodgings, so that the City Hall be not wholly spoiled by the salt, nor occupied by others. Done, this 1<sup>st</sup> March 1655. At the Assembly in the City Hall, at Amsterdam in New Netherland.

Guert Coerten petitions for leave to tap. Whereupon was endorsed :— Petitioner's request is, for this time, refused.

On the petition of Jan Rutgersen to sell beer by the pot in the City Hall (where the little sail loft was given him to dwell in) is endorsed :— Petitioner is permitted to lodge in the City Hall for one month, as his house was burnt down in the winter, at the expiration of which time petitioner shall depart ; meanwhile he can look out for another dwelling. Remainder of the Petition is denied.

Pieter Jansen offers to be a Watchman at a proper salary. Endorsed—Petitioner's request shall be attended to in due season.

Monday, 8<sup>th</sup> March 1655. In the City Hall.

Present—Allard Anthony, Oloff Stevensen, Johannes Nefius, Johannes d'Peyster, Johannes Verbrugge, Jacob Strycker, Jan Vinje, and Cornelis van Tienhoven.

Hendrick van Dyck, pltf. v/s Harmen Douwes, deft. Pltf. as Atty. for Sieur Hans Hontum and his Brother demands sequestration of seventy seven beavers balance of an obligation of 88 beavers, passed in favor of Cornelis Tomassen dec<sup>d</sup>, *actionem cessam* \* whereof against aforesaid deft. has been transferred. Deft. Harmen Douwes, being in default, the pltf., Henrick van Dyck, requests, that Harmen Douwes shall be forthwith cited to come into Court by the Court Messenger, in the name of the Court, to either admit or deny the signature to the obligation. The first default was granted against deft. by the Burgomasters and

\* *Actionem cessam* is simply an assignment of a right to sue. It could take effect during the life of the assignor or was created by will. In the latter case it did not take effect, until after the death of the assignor. Damhouder, *Rerum Civilium Praxis*, c. 49.—B. F.

Schepens, and pltf. was ordered to summon his party again by the next Court day.

Michel Paulissen, pltf. v/s Tomas Lambertsen and Corn<sup>l</sup> Cornelissen, defts. Concerning payment of a half years rent. Defts. acknowledge, to owe the rent of the out-house, which they occupied ; offer to pay the same ; deny having the whole house to their use or to have put any one into it, but occupied it solely with pltf's consent, who may demand his rent from the occupant thereof. Parties being heard, Burgomasters and Schepens referred them to two arbitrators to determine the suit if possible ; otherwise to deliver their opinion in writing to the Court, whereunto are appointed Pieter van Couwenhoven and Claes Bordingh. Done etc.

Jacobus Bakker, pltf. v/s Jan Hendrick Steelman, deft. Pltf. rendering his demand in writing, asks possession of the house and lot in the Smith's Valley, that the deft. occupies, inasmuch as he claims to own the same by conveyance and deed of Attorney ; or that deft. shall prove in Court by what right he holds the same. Endorsement : Ordered by the Worsh. Court that deft. shall be granted copy of the demand, thereto to answer by the next Court day.

Willem Hallet, pltf. v/s Hendrick de Sweet, deft., demands payment of fl. 177. Deft. requests copy of the demand, to reply thereunto by next Court day. Deft's aforesaid request is granted.

Borger Jorisen, pltf. v/s Maryn Luyckesen, deft. Deft. in default.

Borger Jorisen, pltf. v/s Jacob Teunisen and Abram de Truwe, defts. Being, as before, for salvage for searching for and fetching a boat, which had drifted away. Defts. assert as heretofore, that they are innocent. Pltf. demands, that Anthony Loodewycksen be heard in Court as a witness, who appeared and declared, that about 8 weeks since, he came past Borger Jorisen's door and there heard the matter about the loss of pltf's boat, when Maryn Luyckesen said to Borger Jorisen "Let the boat be brought back ; I will pay the expense." It was decided by the Court (as Maryn Luyckesen is in default, and the aforesaid declaration affects him), that no further disposition can now be made of the matter than default.

Govert Loockermans, pltf. v/s Hendrick Pietersen, *Kint in 't Water*, deft. Pltf. demands that deft. be condemned to fence pltf's land according to contract, on the decision of Arbitrators. Deft. says, that he three different times has fenced the land, maintaining that he is not bound fur-

ther. Pltf. denies, that he ever delivered him the land fenced. Ordered by Burgomasters and Schepens, that deft. Hendrick Pietersen shall prove that he has delivered Govert Loockermans the land fenced, according to contract.

Gysbert van Imbroeck, pltf. v/s Nathaniel Hazard, deft. In case of arrest for payment of fl. 42. for cloth sold and delivered to deft. over two years ago. Deft. denies, that he ever purchased or received cloth from pltf. Pltf. says he sold and delivered the cloth to deft., and that Thomas Baxter is only his bail. Deft's father being in Court acknowledges the receipt of the cloth from pltf's shop by his other son for a garment and another person for a coat, but on account of Thomas Baxter, who was indebted to his son and the other person ; and was security for payment. Pltf. requests, that the Court Messenger be heard, who declared that he, some time since, summoned the aforesaid Nataniel Hazard at the suit of pltf. in the aforesaid case, but he did not appear ; and that said Nataniel Hazard then said, that he received the cloth, and would have an account thereof, in order to write to Baxter about it. Pltf., Mr. Gysbert, being further heard offers to declare on oath, that he sold the cloth to Hazard's son, and that before he should do so, he insisted on security and that Baxter came then and became bail, but not principal. Parties being heard, Ordered that Mr. Hazard's Son, who received part of the cloth, with Nataniel Hazard shall appear by next Court day in person, and that Mr. Hazard, the father, shall remain bail for him until further disposition be made of the case.

Nicolaes Terhaer, pltf. v/s Arent Jansen, Provost Marshal, deft. Deft's 2<sup>d</sup> default.

Cornelis van Tienhoven, pltf. v/s Jacques de la Mothe, deft. Deft. in default.

Abram Nickels asks the Court, in writing, whereas he has suffered certain damages in his goods in the ship, the *Peartree*, and the Heer Allard Antony is agent for the Skipper of aforesaid ship, to transact all his business, whether the Worsh. Court would be pleased to appoint arbitrators to settle the matter :—Whereupon was endorsed—At petitioner's request the Heer Johannes de Peyster and Sieur Govert Lookermans are required and authorized to examine the petitioner's goods, which were damaged in the ship, the *Peartree*, and if possible to bring parties to

agree ; otherwise after examination of the matter, to report their opinion in writing to the Court.

On the petition of Pieter Rudolphus, of this date relative to the question about the leakage of the barrel ; contra Allard Antony, was endorsed—Ordered, that copy shall be delivered to Allard Antony to answer thereunto in writing by the next Court day.

Geurt Coerten requests, *de novo*, by petition to be allowed to tap, as such is granted to persons of other nations, such as French and English ; or reasons for refusal. Endorsement :—Petitioner is referred to the last endorsement, dated the 1st. March Ult<sup>o</sup>. Actum etc.

Copy.

At the meeting (present the Hon. Supreme Councillors, Nicasius de Sille, J. La Montagne and the Heer Cornelis van Tienhoven,) appeared the Worsh<sup>l</sup> Allard Antony and Oloff Stevensen Cortlandt, Burgomasters of this City of Amsterdam in New Netherland, who proposed to the Supreme Council, how necessary it was, that proper attention and care should be paid to the matter of survey ; requested, therefore, as one Fence Viewer, Paulus Leendertsen van die Grift has gone to Curaçoa with the Director General Petrus Stuyvesant, and the Fiscal van Tienhoven only remained as Fence Viewer, that another fit person, conversant with surveying be adjoined to him, and appointed in place of the late Fence Viewer, Lubbertus van Dinclagen. The Supreme Council having considered the proposal, made by the said Burgomasters and Schepens, have, from a double number presented by the Magistracy of this city, elected as Fence Viewer of this city, Pieter Wolfertsen van Couwenhoven, former Schepen of this place. Thus done at the Council held in Amsterdam in New Netherland, the 2<sup>d</sup> March 1655.

Lower Stood, By Order of the Hon. Supreme Councillors of New Netherland,

Signed, Cornelis van Ruyven, Secretary.

Monday, the 15<sup>th</sup> March 1655. In the City Hall.

Present, the Heeren Allard Anthony, Oloff Stevensen, Johannes Nefius, Johannes de Peyster, Jacob Strycker and Jan Vinje.

Jacobus Bakker, pltf. v/s Jan Hendricksen Steelman, deft. Pltf. persists in his preceding demand and conclusion, dated 8<sup>th</sup> March handed

into Court. Deft. answers in writing, shewing by letter from Roeloff Teunissen to Sieur Schrick and bill of sale, dated 4<sup>th</sup> July 1652 from Sieur Schrick, that he lawfully bought the house, lot and garden which he occupies, and paid, thereupon, 500 guilders, requesting, therefore, that pltf's demand be dismissed, or otherwise that the Court will please to postpone their decision, until Sieur Paulus Schrick shall come in person to confirm his sale. Demand and answer of parties having been seen and heard by the Court, it was decided, that the question on both sides, shall remain open until Sieur Paulus Schrick shall arrive here, or an express shall come from him, touching the aforesaid affair. Therefore pltf's demand is for the present dismissed. Jacob Bakker requested further, that Jan Hendricks Steelman shall be condemned to sign the conveyance of the house in the Beaver's path,\* according to condition and signature of the purchase. Jan Hendricks requests, that J. Bakker shall deliver him copy of a certain bottomry bond for about 2200 gl., at which time he is prepared to sign. Jacob Bakker maintains, he is not bound to give the copy, but offers to hand the same to the Worshipful Court. Ordered by the W. Court, that Jacob Bakker deliver to the Secretary copy of the bottomry bond, and that Jan Hendricks shall then sign the conveyance according to contract.

The Heer Tienhoven present.

Hendrick Oloffsen de Sweet (the Swede), pltf. v/s William Hallett, deft. Pltf. replying to the demand of W<sup>m</sup> Hallet says, that Hallet's claim and a/c are not correct ; requesting, that he prove the same or confirm it on oath, when he is willing to pay ; demanding, on the other hand, damage for what Hallet's cattle did to his plantation in turnips, pumpkins, tobacco, maize etc. at the discretion of the Court, or the verdict of arbitrators. Parties were ordered to deliver to each other copies of their acct's and claims and to settle the same before arbitrators ; whereupon William Hallet chose Carel van Brugge, and Hendrick de Sweet, Jan van Leyden, to whom the Court referred the matter between the parties, to make them agree if possible, or otherwise to report in writing to the Board.

Cornelia Schellinger, pltf. v/s Lubbert van Dincklagen deft., de-

\* Now Morris Street.

mands payment of fl. 1156, with interest according to the obligation drawn by L. van Dincklagen and Cornelis Melyn dated 16 Aug. 1653. Deft. L. van Dincklagen, before answering, demands, that pltf. shall exhibit authority from her husband and that she shall then institute her action in writing. Ordered by the Court, that pltf. shall exhibit authority from her husband and then institute her action in writing.

Cornelis Melyn, pltf. v/s Lubbert van Dincklagen, deft., demands payment of fl. 300 according to obligation dated 4 Jan<sup>r</sup> 1651, drawn by L. van Dincklagen and Jacob Loper in favor of Augustine Heermans, and assigned to Schrick and conveyed again by Schrick to Cornelis Melyn. Deft. requires, that pltf. shall institute his action in writing, but acknowledges, that he signed the obligation with Jacob Loper. Burgomasters and Schepens condemn deft. Lubbert van Dincklagen to pay as his part the sum of fl. 150, being half of the note, and decides, that Cornelis Melyn shall prove, who owes the other half.

Govert Loockermans, pltf. v/s Hendrick Pietersen, *Kint in 't Water*, deft. Pltf. renders his demand in writing and again requests, that deft. be condemned, as he failed to prove, that the land was delivered enclosed, to fence the land within a certain time or to have it done at his expense. Deft. requests copy of the demand, and undertakes to prove by the next Court day, that the land was fenced. The Court granted deft. copy of the demand, and ordered him to produce his proof by the next Court day, or that judgment shall be then rendered.

Hendrick van Dyck, pltf. v/s Claes Jansen Ruyter and Harmen Douwesen, defts. Pltf. persisting in his aforesaid demand dated 8<sup>th</sup> March, requests, therefore, payment of 77 beavers, balance of a note. Defts acknowledge jointly and severally their signatures and to be justly indebted, but respectfully request, in writing, time to pay. Parties having been heard on both sides, Burgomasters and Schepens condemn defts to pay, within six weeks, the remaining beavers with costs of suit, on pain of execution.

Nicholaes Terhaer, pltf. v/s Arent Jansen, Provost Marshal, deft. Pltf's wife appearing demands payment of fl. 6.16. for expenses incurred according to bill of particulars. Deft. acknowledges to owe 2 gl. demands that N. Terhaer confirm his claim on oath. Pltf's wife being pregnant, declares with offer of oath, that the debt is justly due. Whereupon deft.

is condemned to pay pltf. the aforesaid fl. 6.16. with cost of suit and that within 8 days from date.

Skipper Symon Claessen, pltf. v/s Tomas Hall, deft., demands payment of fl. 865.4. in tobacco or beavers according to contract for the purchase of 1442 lbs. of hops. Deft. acknowledges receipt of the hops, but says he owes a balance of only about 300 gl., as he paid the remainder on assignment to Oloff Stevensen, Johannes van Twiller etc. Pltf. denies the same, and whereas both parties differ thereon, Burgomasters and Schepens refer them to Sieurs Govert Loockermans and Cornelis Steenwyck as arbitrators to examine the differences between the parties, and if possible reconcile them, otherwise to report in writing their opinion to the Board.

Anthony Matysen, a Negro, pltf. v/s Egberts van Borsum, deft. Pltf. sais he has not been paid by deft. for rearing his negro's child, which his wife is nursing; requests, therefore, that the child be declared free, when he promises to rear the same at his own expense. Deft's wife appearing says, she bargained with pltf's wife for the child for one year at least, and has not refused her payment of what she promised her in the presence of other negroes, Requests, as she will not keep the child any longer, that it be returned to her. Parties being heard it is ordered, that Anthony Matysen deliver the negro child up to deft., and that Egbert van Borsum shall pay what he promised at the time, according to contract.

Cornelis van Tienhoven in quality of Sheriff, pltf. v/s Jacques de la Motthe deft. The Hon<sup>ble</sup> pltf. requests, that deft. may be heard and examined before the Court on certain interrogatories as to what he has seen at Leendert Aerden's house between Nicolaes Holsteyn and Geurt Coerten's wife. Deft. answered on the Interrogatories and confirmed his declaration by oath. Done in Court aforesaid. Cornelis van Tienhoven in quality of Sheriff demands, in writing, as the Court has heard the declaration of the beforenamed Jacques de la Motthe, and seen the affidavit of Charles Ensardt, whence it appears that Nicolaes van Holsteyn and Geertie, wife of Geurt Coerten, were caught in adultery, that the Court shall imprison the aforesaid Geertie, and then proceed duly against her and the said Nicholaes Meyyer. Whereupon was, by the W. Court, endorsed:

*Fiat*, this 15<sup>th</sup> March 1655.

Gysbert van Imbroeck appeared in Court with Nataniel Hazard, and whereas his father and brother have not made their appearance according

to order dated 8<sup>th</sup> March, they are in default, Ordered that they jointly appear by next Court day on pain of being debarred and judgment rendered against them.

Adriaen Keyser, exhibiting certain judgment, rendered by Burgomasters and Schepens 5<sup>th</sup> Oct. 1654, against Caspar Verleth for the sum of fl. 198. demands, that the High Constable be authorized to levy execution, Whereupon was endorsed : On petition of Adriaen Keyser presented in Court, the High Constable is authorized to execute aforesaid judgment. Done etc.

Burgomasters and Schepens having seen the decision rendered by the arbitrators, dated 6 March, in the matter between Jan Jansen Lange Dyck and Nicolaes van Holstein, resolve that the same is reasonable. Therefore parties on both sides are condemned to conform themselves thereto.

Whereas Allard Antony, agent of Jacob Jansen Huys, has failed to answer pursuant to the order of the 8<sup>th</sup> of March, rendered at the request of Pieter Rudolphus, who demands despatch, therefore in the further prosecution of the matter, the following votes and conclusion were come to :

#### VOTES.

Oloff Stevensen is of opinion, that the loss should come on the merchant, inasmuch as he has not proved, that the damage occurred in the ship.

Johannes Nefius is of opinion, that inasmuch as the barrel, according to the declaration of the coopers, was full bound and the bottom had been stove in, the loss ought to fall, by reasonable average, on the Skipper, and it amounts to..... fl. 200.

Johannes de Peyster decides as the H' Nefius but for ..... " 150.

Jacob Strycker ..... Item ..... " 200.

Jan Vinje ..... Item ..... " 200.

#### CONCLUSION.

Burgomasters and Schepens having seen and examined the opinion of two coopers and other documents in the matter at issue between Pieter Rudolphus and the Honble. Allard Antony, agent of Jacob Jansen Huys, relative to a certain leakage of a barrel on board the ship *Pear-tree*, the

bottom whereof was damaged by bad storage, find the same to be a matter of doubt, which cannot be fully proved on one side or the other. Therefore on the documents and evidence produced by the parties they have, by plurality of votes concluded, that Pieter Rudolphus shall for the damage incurred deduct from the freight, the sum of Two hundred Carolus guilders. Done in Court at the City Hall at Amsterdam in New Netherland this 15<sup>th</sup> day of March 1655.

*Copy.*

To the Worshipful Burgomasters and Schepens of the City Amsterdam in New Netherland.

We the undersigned neighbors living within your city, in Canal Street (*Strat van de Graft*)\* from the new section unto the old wooden part, respectfully and respectfully make known :—

We find by daily experience that said street is becoming more and more unfit for public use, so that we should be well inclined both for our own accommodation and the public good, ornament and welfare of this city, to pave the said street with round stone on the first favorable opportunity, wherefore we have deemed it proper to propose the same to your Honors, so that it may be begun and executed by your Worships' order, and request your permission and such directions in the premises as to surveys, levels, and drains etc. as you shall consider best for the Community ; and we pledge ourselves to furnish the stone, the raising and lowering necessary thereto, each to the extent of his house and lot, and further to follow the general rule relative to paving and expenses, with the request, that the unwilling be constrained to the same, so that if the work be begun, it may be completed. Awaiting hereupon, Your Honors' favorable disposition, we remain your subjects. Done 15<sup>th</sup>. March 1655 at Amsterdam in New Netherland. It was subscribed :—Oloff Stevensen, Johannes van Brug, Willem Tomassen, Abram La Noy, Isaack Kip, Isaack de Foreest, Jacob Kip, the mark of Teunis Kraey, Hendrick Hendricksen Kip, Maria Geraerd.

Endorsement—

The request of petitioners is granted and the Fence viewers shall be

\* *Strat van de Graft*—Stone street, between Whitehall and Broad streets, where the signers to this petition lived or owned property. It was the first street in the city that was paved.—B. F.

adjoined to them soon, so that the necessary work be proceeded with ; meanwhile petitioners are recommended to prepare all the materials necessary thereto. Done this 15 March 1655, at the meeting aforesaid and was subscribed by the President Allard Antony, and further, By order of the Burgomasters and Schepens, Jacob Kip, Secretary.

This 22d March 1655 appeared before the Secretary of this City of Amsterdam in New Netherland the Honble Allard Antony as Attorney for Skipper Jacob Jansen Huys ; and declared in said quality, that he appeals from the judgment rendered by Burgomasters and Schepens of the said City, dated 15 March last, in the matter at issue between Pieter Rudolphus and aforesaid Allard Antony relative to a leaky barrel, to the Supreme Council of New Netherland. Done at Amsterdam in New Netherland ; was subscribed

Allard Anthony.

Monday afternoon, 22<sup>d</sup>. March 1655. In the City Hall.

Present—the Heeren Allard Anthony, Oloff Stevensen, Johannes Nefius, Johannes d'Peyster, Johannes Verbrugge and Jacob Strycker.

Gysbert van Imbroeck pltf. v/s Mr. Hazard and his two sons defts., in the matter of the purchase and receipt of cloth to the amount of fl. 42., appeared in court, who being again examined on both sides, concerning the said matter, and proof being demanded—Pltf. Gysbert van Imbroeck acknowledges, that he debited with the cloth on his journal, no person, but Thomas Baxter, and that afterwards he added, as surety ; but through his carelessness Hazard's son was not debited on his journal, but on his ledger. Joshua Hazard who received half the cloth to the amount of fl. 42. offers to declare on oath, that he did not purchase the cloth from pltf., but received the same in payment from Tho's Baxter. Burgomasters and Schepens having heard and examined the matter in dispute between Mr. Gysbert van Imbroeck as pltf. against Hazards sons, in a claim for fl. 42. for cloth sold ; and noted the confession of pltf. ; the offer of defts. and the allegation of the parties, fin'd pltf. Gysbert van Imbroeck unsupported ; wherefore his demand against defts in this matter is dismissed and defts discharged (saving pltf's action against Thomas Baxter,) and it is further ordered, that parties on both sides shall pay their own costs. This 22<sup>d</sup> March 1655, at Amsterdam in New Netherland.

On petition of John Paulusen Jacquet for permission to sell drink out

of his house by the pot with other trifles, is endorsed—Petitioners request is granted.

The petition of the Burgers Court Martial to the Burgomasters and Schepens to procure and keep two drums for the Burger Company, was handed to the Burgomasters to be communicated to the Supreme Council and to procure the payment.

Wednesday the 24<sup>th</sup>. March 1655.

Extraordinary Meeting held in the City Hall at the City Amsterdam in New Netherland, present Allard Antony and Oloff Stevensen Burgomasters ; Johannes Nefius, Johannes de Peyster, Johannes Verbrugge, Jacob Strycker and Jan Vinje, Schepens.

Samuel Scarlet, pltf. v/s John Hudson, deft. Pltf. with his interpreter Thomas Hall demands 1st. by what right deft. has arrested in this city his person and Goods for 8000 guilders ; 2<sup>d</sup> the reasons thereof inasmuch as he, pltf., is not nor ever was indebted to deft. Deft. Hudson, with his interpreter Nicolaes Boodt, appeared in Court and delivered in certain writing, wherein he sais, that pltf., Samuel Scarlet, is bound by virtue of his handwriting to trade to Holland, England and Ireland and to unload there ; and it is expressly stipulated, that he shall not land in New England or New Netherland, and whereas the pltf., Samuel Scarlet, has done so contrary to his contract and moreover required, that he, deft., coming from Virginia should there pay the duty on the tobacco, whereby he has suffered great damage, he therefore requests, that the arrest may be declared valid, until he shall be indemnified for his past and future losses with interest and costs. Pltf. replying says, that being in want of some necessities in consequence of the death of his brother, he was obliged to come in here, but this was with express consent of the aforesaid John Hudson who told him, 14 days before coming here, that he should have no fault to find with him, if he came here or among the Swedes, wherever he could find the best market. And that coming here he offered to deliver his person and goods to John Hudson either in Holland or England, according to contract, but that John Hudson refusing the same, he sold his tobacco here without his knowledge or consent ; demanding therefore payment for the freight from Virginia here, at 12 gl. per hhd. as has been usually paid by others ; reparation of damages from

arrest, passage, board-money, as well as the duty to be paid in Virginia for the tobacco. Deft. John Hudson denies, that he came here with his consent, but that they had words about it, but no protest was served either here or at sea ; acknowledges to have sold his tobacco here, and offered pltf. Samuel Scarlet nine guilders per hhd. for freight from Virginia here, says further, that he received a hogshead of tobacco from Samuel Scarlet marked No. 27 : S : S : which he now refuses to receive back in payment of freight. The Court having heard and examined the matters at issue between the parties, and attended to all that may be material, have condemned deft. John Hudson to pay pltf. Samuel Scarlet, as freight from Virginia here, for each hhd. of tobacco, twelve guilders on condition that he shall receive in part payment the hhd. of tobacco, which Samuel Scarlet delivered to John Hudson and that at the price the other tobacco sold here for ; and if any tobacco duty shall be payable in Virginia, deft. John Hudson must meet the same, and free pltf. therefrom ; and further declare the arrest null, and condemn pltf. Samuel Scarlett in the cost of this extraordinary session ; his claim for the arrest, passage, board money etc- is discharged and deft. absolved therefrom. Done as above, at the aforesaid Court.

Isaack de Foreest attaches through the Court Messenger the monies accruing from the hogshead of tobacco, which was left by Capt. King Tom at Mr. Guysbert van Imbroeck's house, and was sold by the Sec'y according to order at vendue. Ady this March. De Foreest gives notice to the Burgomasters of aforesaid arrest and it is ordered that the same be noted. This March 1655.

Monday 12 April 1655. In the City Hall.

Present—the Heeren Allart Anthony, Oloff Stevensen, Johannes Nefius, Jacob Strycker, Johannes de Peyster and Cornelis van Tienhoven.

Joost Godertsen, pltf. v/s Michel Tadens, deft. Deft. in default.

Thomas Hall, pltf. v/s Abram de la Sina, deft. Deft. appears ; pltf. in default.

Jan Vinje, pltf. v/s Symon Joosten, deft. Both in default.

Claes Terhaer, pltf. v/s Cornelis Albertsen, deft. Both in default.

Lysbeth Teysen, pltf. v/s Harmen Hendricksen, Cooper, deft. Both in default.

Andries Hoppen, pltf. v/s Albert Andriessen Noorman, deft. Both in default.

Jan Vinje, Present.

Jan Rutgersen, pltf. v/s. Jan Vaen, deft. Pltf. appears ; deft. in default.

Claes Terhaer appears in Court exhibiting a certain judgment dated 15<sup>th</sup> March last rendered by the Court against Arent Jansen for the sum of fl. . . . with costs and demands, that the High Constable be authorized to levy execution. Whereupon was endorsed :—The High Constable is, at pltf's request, authorized to execute aforesaid judgment. Done etc.

Dirck van Schelluyne appears in Court, exhibiting certain judgment dated 12 Oct' 1654, rendered by the Court against Claes Jansen Ruyter, and requests that the High Constable be authorized to execute the same. Whereupon was endorsed :—The High Constable is hereby authorized (at pltf's request) duly to execute the aforesaid judgment. Done, etc.

Schout, Burgomasters and Schepens of the City of Amsterdam having caused the above order (dated 1st. March last) to be legally served on and communicated to you Cornelis Schudt, whereto there has not been any attention paid up to this time, therefore, for the preservation of the City Hall and the needful repair thereof, we warn you again to provide a proper place for your salt, or failing therein, we shall be obliged, for the maintenance of the City Hall, to remove the salt at your expence. Hereby you must hold yourself warned for the last time. Done this 12<sup>th</sup> April 1655, in the Court at the City Hall of Amsterdam in New Netherland.

Extract from the Register of Resolutions of the Supreme Councillors of New Netherland concluded at their meeting.

On Tuesday 13<sup>th</sup> April 1655 it being made known by the Burgomasters of this City of Amsterdam in New Netherland to the Supreme Council, how necessary it was that Fire Inspectors be appointed, and fire regulations made, and that for this purpose, they had according to instructions named some persons, The said Supreme Council having found the same needful, have elected from those nominated, as they hereby elect, as Fire Inspector, of this City of Amsterdam in N. Netherl<sup>d</sup> Hendrick Kip, Govert Loockermans, and Jan Pauluzen Jacquet. Thus done at the Assembly of the Supreme Council of N. Netherland, held in Fort Amsterdam in New Netherland. Ady ut Supra. Lower stood—agrees with the aforesaid Resolution,

Cornelis van Ruyven, Secretary.

Friday the 16<sup>th</sup> April 1655 ; In the City Hall.

Present—the Heeren Allart Anthony, Oloff Stevensen, Johannes Nefius, Joh. de Peyster, Joh. Verbrugge, Jacob Strycker and Cornelis van Tienhoven.

Copy.

To the Burgomasters and Schepens of the City Amsterdam in New Netherland.

Whereas according to the charter of this City actions for fighting, knife drawing and wounding must be brought before your Honors ; therefore I, Cornelis van Tienhoven, in my capacity as Sheriff of the City of Amsterdam, have apprehended the person of Aryan Jansen for having violently attacked on shore his skipper (who must pay him wages and board according to agreement) and assaulted him with a drawn knife, and wounded him in the hand as the Skipper has complained and he demands justice and aid. Therefore the Sheriff ex officio requests your Honors, that Adriaen Jansen may be punished as an example to others according to the tenor of the Placard, dated XVI. May 1647. Ady 16 April 1655, Amsterdam, was Subscribed, Your Honors' Servant

Co. van Tienhoven.

The prisoner, on the above charge being heard in Court, says he did not know, what he did, inasmuch as he was drunk. Prays Mercy.

The Heer Officer being asked for proof, proceeded with his evidence, but requests, that the prisoner may again be heard.

The Prisoner being heard on the following points, answered as appears in the Margin.—

Ques. I. Does he not know, where he drew his knife on the Skipper ?

Ans. I. No. As he was drunk.

II. Did he then draw any knife ?

II. Yes. Against the sailors, who held a knife against his face.

III. Does he not know whether he had any words with the Skipper ?

III. No.

IV. Does he not know, that he hath wounded the Skipper ?

IV. No ; nor even that he threatened him.

V. Does he not know, who was by or about ?

V. Yes : says that the Skipper struck him.

VI. Did he ever quarrel with the Skipper before ?

VI. No.

Ordered by the Court that the Officer shall produce his proof in support of his action, as he claims, by next Monday. Meanwhile the Prisoner shall be again remanded to prison.

ORDINANCE enacted and concluded by the Court of the City of Amsterdam as to the time of appearing of the Schout, Burgomasters and Schepens, both in Ordinary and Extraordinary Session.

Schout, Burgomasters, Schepens and Secretary shall be held to appear, on notification by the Court Messenger, at all ordinary sessions in the City Hall precisely at 9 o'clock on the ringing of the bell ; or at extraordinary sessions at the hour appointed, under a fine as follows :—

First, whoever comes half an hour after the bell rings or the time appointed (when the Court Messenger shall turn a sand box, or Hour glass) shall be fined six stivers : Whoever comes one hour too late as before said, twelve stivers ; And whoever is wholly absent, or until the Court adjourns (without good reason, such as sickness, being from home, to wit at Fort Orange, at the South or North), shall be fined each time forty stivers.

Which imposed fines shall be paid immediately down, without any exception and collected by the others, to be expended or employed in time and circumstance, as by plurality of votes shall be found proper. Thus ordained and concluded this 16 April 1655. At the aforesaid meeting in the City Hall at Amsterdam in New Netherland.

Monday, 19<sup>th</sup> April 1655. In the City Hall.

Present—the Heeren Allard Antony, Oloff Stevensen, Johannis Nefius, Johannes de Peyster, Joh : Piet<sup>r</sup> Verbrugge, Jacob Strycker. Jan Vinje, and Cornelis Van Tienhoven.

Thomas Hall, pltf. v/s Abram Sina deft. Pltf. as agent for Capt. Samuel Scarlet demands balance of the payment of 176 lbs. tobacco, which deft. according to account still owes Scarlet. Deft. says, the claim for tobacco is for half the weigh money, and that Capt. Scarlet is bound to pay the same and other things, which he is holden for. Pltf. proves by declaration of two witnesses, that Capt. Scarlet is not bound, according to contract to pay any expense of weighing or otherwise ; and deft. being asked, whether he can exhibit opposite testimony answered No. But requests Abram la Plyne to be heard as a witness thereupon by the Court. The Witness Abram la Pleyne appearing in Court confirms his

declaration, but says that they afterwards agreed, that La Sina should pay as others paid. Demand, answer and proof of parties having been heard and examined by the Court, deft. Abram Lasina was condemned to pay pltf. the balance of the money, which he detained for half the expense of weighing the tobacco, as it appears that other traders, at this time, have also paid the same.

Jan Rutgersen pltf., v/s Jan Vaen deft. Thomas Hall appeared in Court for Jan Vaen who is in his employment, but says, that he will not be answerable for pltf's. demand and denies to be in Jan Vaen's debt. Two defaults were therefore entered against the deft.

Thomas Stevensen, pltf. v/s Thomas Hall deft. Pltf. making his demand both verbally and in writing claims from deft. as agent for John Robbins, payment of 7 pounds sterling for freight carried some 10 @ 11 years since for said Robbins; three pounds st'g interest and 120 florins, or as much as the Court may consider just for expenses incurred in travelling, and by loss of time, to prove his aforesaid action as inclined. Deft. says, he has no other authority from John Robbins than to receive £12 st'g, which was reduced by arbitrators to £8. stg., maintaining that he is not bound to pay pltf., as the time for proof is expired, and Robbins has been here and has not spoken on the subject. The Court orders, that copy of demand and proof, as produced by pltf. shall be delivered to deft. to reply thereto in writing by the next Court day.

Peter Taelman, pltf. v/s Richard Latten, deft. Pltf. says, that deft. has his obligation for the sum of £36.10s. English, whereupon he has paid an assignment of £10. odd and something else; requests therefore, that what has been paid on the note may be deducted. Deft. says, he has the note for £36.10., which he exhibits in Court and is acknowledged by pltf. Therefore deft. claims payment according to the obligation, and says, it has no connection with the other handwriting or assignment, only £3 which the owner advanced thereupon. Peter Taelman undertakes to prove, that he has made a payment on the note, and that the other hand writing or assignment is in deduction of aforesaid obligation. The Court orders, that Peter Taelman shall prove by next Court day what he paid and performed on the said obligation.

Peter Taelman, pltf. v/s Hendrick Jansen Smith, deft. Deft. in default.

Adriaen Keyser demands by petition levy of execution, as the High Constable failed, on summons and renewal, to execute the judgment he had against Casper Varleth. Whereupon was endorsed—Petitioner and Constable appearing in Court and reasons of refusal being heard, further disposition shall be taken therein.

Jan Rutgersen requests by petition, inasmuch as he is sorely impoverished by the fire, and an old inhabitant, that he may have leave to sell, with others, a few trifles and a can of beer and wine, and to receive lodgers, whereupon was endorsed—Petitioner's request is granted.

On the obligation, order and insinuation against Borger Jorissen, relative to the payment of fl. 111.7½ for purchased ironwork from the shop of Jan the Smith, according to a note drawn in favor of Peter Kock, is endorsed—Whereas aforesaid obligation concerns only Peter Kock, and ironwork was sold for his behoof, Borger Jorissen is again condemned to pay the same, on pain of execution, whereunto the Constable is authorized.

Jan Jansen van Ebel appearing in Court complains, that he wants some money from the Court Messenger, which he cannot obtain ; requests that he be compelled to pay. Whereupon young Elslandt was ordered to summon the old man, his father, before the Court at the suit of pltf. that the parties may be heard.

On the petition of Nicolaes Langevelthuyzen, the West India Company's Corporal, for leave to tap, is endorsed—Whereas petitioner is a servant of the Hon<sup>ble</sup> Company, he must first have the permission of the Supreme Council. Therefore he is referred to the same. Further endorsement—Petitioner's request, after communication with the Supreme Council, is granted. Written this 20<sup>th</sup> April 1655, by the Heer Tienhoven himself. The endorsement of the Supreme Council being seen, the prayer of petitioner is allowed. Done this 20<sup>th</sup> April 1655. By order of the Burgomasters and Schepens.

On the petition of Cornelis Schut, presented to Court that his salt may, for convenience, remain in the City Hall sometime longer, is endorsed—Petitioner is referred to the Resolution communicated to him on the 12<sup>th</sup> April last.

Marcus Hendrick Vogelsangh, Nicolaes van Holstein and Cornelis Martensen, factor, appeared in Court to state, that Christian Jacobsen

Bakker hath died this day, and whereas he leaves a wife and children in Netherland and property here of some amount, in order that every one be advised of his own, they request that from the Court two Schepens may be commissioned with the Secretary to take a proper inventory of what the heirs are to have. Petition being found reasonable by the Court, the Schepens Johannes Nevius, Joh. de Peyster and the Secretary are commissioned to take proper inventory, this day, of the estate and effect of the aforesaid Christian Jacobs Bakker. Done the 19. April 1655, at the Court of Burgomasters and Schepens.

Whereas Aryaen Jansen van Spreckerhoorn, a sailor on board the Ship *Black Eagle* has undertaken, while on shore within the city, to assault his skipper with a naked knife, and wounded him in the hands whereof the skipper having entered complaint and demanded justice the aforesaid Aryaen Jansen was placed in confinement. Therefore the Court of this City having heard and examined the demand and conclusion of Cornelis van Tienhoven in his capacity as Sheriff of this City against the prisoner, the proof thereof, the complaint of the Skipper, the Placard and order hereunto appertaining, published by the Director General and Council on VII May 1647., and what further is material thereto, have condemned the aforesaid Aryan Jansen van Spreckerhoorn, as their Worships of the Court do hereby, in consideration of the delinquents youth, the intercession of the Skipper etc. to appear in Court, and there with uncovered head, ask forgiveness of God, Justice and his Skipper; to defray the costs of arrest, and pay in addition a fine of sixty Carolus Guilders, to be applied one half to the Officer, the remainder to the City. Thus done and sentenced this 19<sup>th</sup> April 1655, in the Court of Burgomasters and Schepens of this City Amsterdam in New Netherland. Aryan Jansen van Spreckerhoorn appeared in Court and fulfilled the first part of his sentence, namely begged the pardon of God, the Court, and the Skipper.

Monday, 26 April 1655. In the City Hall.

Present—the Heeren Allard Anthony, Oloff Stevensen, Johannes Nevius, Joh. de Peyster, Jacob Strycker, Jan Vinje and Cornelis van Tienhoven.

Peter Taelman, pltf. v/s Richard Latten, deft. Conformably to order of the last Court day, pltf. produced proof of the payment of the note,

to wit, declaration of Tobias Feake, Edward Heurt (Hart) and Edward Thaet [Tate?], that he paid for a cow fl. 88, and showed further by account for a shirt fl. 6. and for divers parcels of wampum fl. 49, amounting to fl. 143. Requesting that the same be deducted from the note, and offers payment of the balance. Deft. denies, that such was paid on the note, but on the handwriting of £10. 5s. 6d., which he produces in Court, but says the same does not concern him, but Samuel Matthews, who delivered it to him for exhibition. Pltf. Taelman says, as before, that the handwriting was given in payment of the note and being asked by the Court, if he will declare on oath, that his aforesaid claim was paid solely in deduction of aforesaid obligation, he answers, yes ; and shews by obligation, that Harry Piers, to whom the assignment was made, owes him £28, some shillings, requesting that Samuel Mateus, with whom he traded and in whose favor he passed the note and assignment, may be heard, that the Court may receive clear information on the matter. Parties being heard, the Court orders, that Richard Latten shall summon Samuel Mateus by next Court day, and then appear in person ; meanwhile both declarations about a cow and the account handed in by Taelman with the handwriting produced by Rich<sup>d</sup> Latten, shall be delivered to the Secretary.

Joh. Piet<sup>er</sup> Verbrugge, present.

Peter Taelman, pltf. v/s Hendrick Jansen, Smith, deft. Pltf. as attorney for the widow of Jan Carman dec<sup>d</sup> says, that deft. being arrested here, has departed notwithstanding. Dirck van Schelluyne being empowered by Hend<sup>k</sup> Jansen, deft., appears in Court and says, he is ignorant of the arrest, but declares (on enquiry of the Court), that he appears as attorney for his principal. He excepts to the power of the pltf. maintaining that the same is not sufficient, as it is not legally drawn up ; he demands therefore (answering as before for his principal), dismissal of the suit and the arrest, with the costs incurred. The Court finding, that pltf. has ground-brief, contract etc, also power of attorney, therefore decides to confirm the power for this time. Thereupon pltf. making his demand claims payment of fl. 450, being balance of the purchase of One Hundred Morgens land, with a dwelling house and an old tobacco house. The attorney of Hendk Jansen answers and says, that whenever the contract is fulfilled he is bound to pay. Ordered by the Court, that proof be produced on next Court day of the fulfillment of the contract, etc.

The opinion of the appointed arbitrators in the matter between N. van Holstein and Jan Jansen Langedyck, with approval of the Court thereof, being exhibited in Court, and execution demanded, was endorsed : —On request of Jan Jansen Langedyck, the High Constable is authorized to execute the above confirmation of the arbitrators decision etc.

Warnaer Wessells, pltf. v/s Claes Jansen van Leyden, deft. Pltf. demands judgment for fl. 214. 10. Johannes de Decker as attorney of Claes Jansen deft. consents to the judgment, requesting postponement of execution for the term of three months, or at least until the return home of the aforesaid deft. who, it must be remarked, has entered bail here. Pltf. Warnaer Wessells refers the same to the discretion of the Court. J. de Decker also. The Court condemns deft. to pay, and grants three months from date hereof until execut<sup>n</sup>.

Egbert van Borsum pltf. v/s Jan Cornelissen Clyn deft. Pltf. demands in writing, that deft. be condemned to perform his undertaken work before he departs, and tenders what, according to the plan, he was to pay on the decision of arbitrators. Deft. says the job shall be completed as two carpenters are employed on it ; asks that Egbert van Borsum shall sign the plan according to agreement made by him. Egbert van Borsum, (the plan and agreement being read in Court,) says, that they agree, except that current money was conditioned. Jan Cornelis Clyn says, he is satisfied with good current money. Whereupon the plan and agreement were signed by parties in Court, and it was ordered by the Court, that the deft. Jan Cornelissen shall be careful to perform the work according to contract, and Jan Cornelis<sup>n</sup> was then discharged from arrest.

Joh. d' Peyster and Johannes Nevius as Deacons pltf. v/s Hendrick Hendricksen, Tailor, deft. Pltf. demand in their aforesaid quality payment of fl. 329. 3. to wit ; fl. 246. 11. for money borrowed from the Deaconry according to the Books and account and fl. 82 : 12. for interest. Deft. says, he has not borrowed so much money, but that he returned money, which could not be disposed of and therefore should be deducted from the account. And whereas Peter van Couwenhoven, late Deacon, is not now present to explain the matter, it was postponed to the next Court day.

Thomas Stevensen pltf. v/s Thomas Hall deft. Pltf. demands as before, judgment for £7., stg. for freight on John Robins' account, £3 in-

terest and still further expenses. Deft. answers in writing according to the order of the last Court day : concludes, that Thomas Stevensen be declared inadmissible, but shall be held to prosecute his appeal from the judgment of Middleborgh. The Court refers the parties to the Hon<sup>ble</sup> Supreme Conncillors, as they have carried up an appeal further, but should Thomas Stevensen have any further claim, he may institute his action.

Jan Vinje exhibits in Court two different judgments against Paulus Heymans, dated 17 August 1654 : requests, that the High Constable be authorized to levy execution, as the same have not been paid—Whereupon was endorsed—At petitioner's request the High Constable is hereby authorized duly to execute these two aforesaid judgments.

Augustyn Heermans appeared in Court exhibiting certain decision, rendered on 13<sup>th</sup> January 1654 by Govert Loockermans and Jan Laurisen Appel, commissioned on 8<sup>th</sup> Dec<sup>r</sup> 1653 by the Court to settle difference of accounts between Adriaen Keyser and him. Requests the Court will be pleased to approve the said decision. At the request of Augustyn Heermans in Court, Adriaen Keyser, was, according to decision, condemned to pay the aforesaid fl. 90. 11. 14<sup>th</sup>, which he owes. Done this 26 April 1655 in the Court of the Burgomasters and Schepens of the City of Amsterdam in N. Netherl<sup>d</sup>.

Whereas Cristian Jacobsen Backer died on the 19 April last, and it has been deemed necessary (in the absence of the heirs) to appoint curators, to regulate the residuary estate and effects, so that each one, the widow or heirs, should fully receive what is theirs ; Burgomasters and Schepens, at the request of the surviving nearest of kin presented to their Worships, observing the fitness of Marcus Hendricksen Vogelsangh, Fredrick Warnarsen and Cornelis Steenwyck, have therefore appointed and authorized the same, as they hereby do, as Curators to sell whatever the aforesaid Cristian Jacobsen Bakker has left here, and that for the best advantage of the Heirs ; honestly to collect and pay the debts and accounts, and further generally to promote whatever the regulation of the aforesaid estate demands, as their good council shall suggest ; provided that they, the Curators, shall be held to render to the Burgomasters and Schepens, or those whom their Worships shall authorize, due account, proof and reliqua of their administration. Done this 26. April 1655 in the Court of Burgomasters and Schepens of the City in New Netherland.

Wednesday 5<sup>th</sup> May 1655.

Extraordinary Session holden in the City Hall at Amsterdam in New Netherland. Present the Heeren Allard Anthony, Oloff Stevensen, Joh. Nevius, J. De Peyster, Jacob Strycker, Joh. Verbrugge, Jan Vinje and Heer officer, C. van Tienhoven.

Willem Tomassen, Skipper, next to God, of the Ship *Great Christopher* pltf. contra David Frera, Abram Lucina and Salvador D' Andrada defts. Pltf. rendering his demand and request in writing for payment of freight of goods brought by him in the ship *Great Christopher* into N. Netherland, amounting to the sum, according to the bills of lading thereof, signed at Amsterdam in Holland ; Shewing how he experienced considerable delay on the part of the said defts. and could not, to this date, obtain his earned freight, according to the custom of merchants from the earliest times in use here, to wit, that Beavers in payments of freight be reckoned at fl. 8. each. Requests therefore beavers in payment, so that he may satisfy his principals. Defts. acknowledge in Court to be indebted for the freight according to the bills of lading, and declare at present, as beavers are not convenient and are, as every one knows, difficult to be had, they cannot pay the skipper according to custom. Pltf. in reply says, he was to obtain beavers or bills of exchange, which are given according to the custom of this country in payment by all the merchants, and as the defts. are unwilling, or as they represent unable, to give either the one or the other, he asks, and declares he is content, for the accommodation of the merchant, that the defts. should hypothecate the capital they had embarked in the ship *Great Christopher*, for the remaining freight, the monies therefor to be paid at Amsterdam before delivery of the same. Defts. answering declare, that they are unable and disinclined. Burgomasters and Schepens having deliberated thereupon ;—on the demand, answer and further statements of parties, and paying attention to the custom of this country, condemn the defts. to satisfy the pltf. between this and next Monday noon, in default whereof, as the skipper is about to depart and the ship is ready to sail, all the merchandize which the defts. have in the ship, shall remain arrested in said vessel or in the Companys Warehouse until the skipper or his principal shall be satisfied for his earned freight ; and furthermore defts. are condemned to pay the costs incurred herein.

Regarding the action or claim of Abram Lucina for the loss, which he

suffered on two pipes and a half aem [20 gals.] of brandy, landed empty. Burgomasters and Schepens find the same unfounded, inasmuch as the skipper has proved by declarations under oath, of the chief boatswain, constable, butler and cook of the aforesaid ship, that said vats lay well stowed and taken care of in the side of the hold. Wherefore Abram and Lucina's action in this case was dismissed. Done as above at the aforesaid session at Amsterd<sup>m</sup> in New Netherland.

On motion of the officier Tienhoven and petition of Arent Jansen, the Provost, presented in Court, the said Provost was permitted, until further order to reside in the little side room of the City Hall in order to be able more conveniently to attend to the prisoners. Done as above at the aforesaid session.

Opinions of the Burgomasters and Presiding Schepen on the Request of the Burgher Court Martial of this City of Amsterdam in New Netherland.

Having seen the request of the Burgers Court Martial of this City for one drum for each Burgher Company, it is our advice that the gentlemen of the abovementioned Court Martial be duly authorized to receive two drums at the expense of the Commonalty, by which the same shall be paid. Done Amsterdam in New Netherland the 15 May was signed Allard Anthony, Oloff Stevensen.

Whereas the request of the Court Martial of this City of Amsterdam in New Netherland is reasonable and has been found serviceable in time of need and other occurring occasions, therefore I do not oppose it, and consent to it, leaving the selection of one or two drums to their good knowledge and experience. Done Amsterd<sup>m</sup> in N. Netherl<sup>d</sup>, 17 May 1655 (Signed) Johannes Nevius.

Endorsement on the request of the Burgher Court Martial aforesaid. Petitioners' request is granted to procure for the service of the Burgher one drum for each Company, at the least possible cost, which shall be paid for out of the City's funds. Done 17<sup>th</sup> May 1655 in Amsterdam in N. Netherl<sup>d</sup>. Signed, By Order of the Burgomasters and President of the Schepens, Jacob Kip, Secretary.

On the judgment obtained by Hendrick van Dyck, dated March 1655 against Claes Jansen Ruyter and Harmen Douwesen in the Court of this City, is endorsed: The High Constable is hereby authorized to put the above judgment into execution. Ady. 24 May 1655. Signed, By Order of the Burgomasters and President of the Schepens, Jacob Kip, Secretary.

Monday 31. May 1655. In the City Hall.

Present—the Heeren Allard Anthony, Oloff Stevensen, Joh. Nevius, Johannes d'Peyster, Johannes Verbrugge, Jacob Strycker, Jan Vinje and C. Van Tienhoven, Sheriff.

Marcus Duschosche, pltf. v/s Cornelis van Ruyven, deft., demands payment of the balance for clearing three morgens of land for deft. in the Village of Midwout, according to contract. Deft. says, that pltf. has cleared another man's land, and not all his, offers to pay him, what is coming to him as balance for what he cleared of his land. Pltf. says, that deft. shewed him which land he should clear for him ; which deft. acknowledges. Parties being heard, the Court ordered pltf. to prove, that he cleared three morgens of land for the deft. according to contract, which done, deft. van Ruyven shall be bound to pay him the balance of the monies coming to him, pltf. according to contract. And further, that deft. shall retain his action regarding the cleared land belonging to others against those, whose land it is.

Adriaen Keyser, pltf. v/s Jacob Haey, deft. Both in default.

Jacob Haey, pltf. v/s Arent Calebuys, deft. Pltf. in default.

Cornelis Melyn, pltf. v/s Sybout Claesen, deft. Deft. in default. Johan de Decker appeared in Court as attorney for pltf. and handed in his demand and conclusion, but inasmuch as deft. is absent, default is granted.

Jan Rutgersen, pltf. v/s Jan Hadduwe, deft. Deft. in default.

Jan Hadduwe, pltf. v/s Jan Rutgersen, deft. Pltf. in default.

Mr. Jacob Hendricks Varvanger, pltf. v/s Judith Verleth, deft., demands payment of fl. 72 which he has arrested in the hands of Sieur Willem Beekman, requesting that the arrest be confirmed. Deft. acknowledges to be indebted to pltf., but does not know how much, and says she is willing that pltf., on settlement of accounts should receive his pay out of the arrested monies. Wherefore the arrest was declared valid, and pltf. was ordered to furnish deft. an account and settle the same.

Egbert van Borsum pltf. v/s Christiaan Antonysen deft. Deft. in default.

Judith Verleth, pltf. v/s Willem Beekman deft, demands payment of fl. 200 being balance of assignment drawn by Jacob van Corlear on deft. Willem Beekman, which monies are arrested in the hands of Dirck de Pottebacker, requesting that arrest be declared valid. Deft. says, that

7. Carlier agreed with the plff's husband Verieth, that he should receive only fl. 100. offering to pay plff. the said 100 guilders, being in payment of the last part of the purchase of the aforesaid Carlier's land, on condition that he shall first receive legal transport and conveyance: maintaining, that he is not indebted, and requesting that the arrest shall be declared invalid. Parties being heard, the aforesaid arrest was declared invalid by the Court and it decided that the deft. Willem Beckman, is not bound to furnish the last payment before legal conveyance shall be given.

Jan Perie, plff. v s Engelie Mann, deft. Deft. in default.

Johannes d'Peyster, plff. v s Trynie Hendricks, wife of Pankas Heymans, deft. Deft. in default.

Abram Verplanck plff. v s Allard Anthony deft. Plff's wife appearing in Court hands in demand and conclusion, being for wages earned by her w<sup>m</sup> and w<sup>m</sup>e goods still in deft's hands, requesting that quick despatch may be used in the matter. Deft. asks copy of the demand in order to reply to deft. thereupon. Deft. is granted by the Court copy of the demand, and he was ordered to answer in writing thereupon by the next Court day.

Michel Paulussen, plff. v s Roeloff Cornelisen, deft. Deft. in default.

Jacob Willemsen, plff. v/s Fredrick Hendricksen deft. Defts. r<sup>st</sup> default.

Marretie Joris plff. v/s Gabriel de Haes deft. Both in default.

Madaleen Vincent, plff. v s Jacob Willemsen, deft. Pltf. in default.

Thos Hall and Cornelis Aertsen plffs contra, Dirck d' Pottebacker, Pieter Linde, Hendrick van Dyck, Paulus Leendertsen, Jan Geraerdy, Pieter Stoutenburgh, and Egbert Woutersen, defts. Plffs. and all the defts. (except Peter Linde) in default.

Jan Hendrick Coopal, plff. v/s Isaack de Foreest, deft. Pltf. says, he purchased 18 gun barrels and 22 locks and that he has received only 12 barrels, so that there are still six coming to him. Requests delivery thereof, as he is ready to pay the 8 gl., which still remain due on them all. Deft. acknowledges to have sold the aforesaid to pltf. fully over three years past, but says that he called at different times and occasions on pltf. to take away the remainder, which he has not done; meanwhile they became scattered here and there. Maintains, that he is not bound to

keep at his risk another's property and denies that he was paid for them. Requires, that pltf. prove payment. Pltf. was ordered to prove what and how much he paid pltf. thereon.

On the written request of Michel Paulisen, old burgher, and his wife a Native of this country, to sell wine and beer by the small measure, is endorsed :—Petitioners request is granted on condition of their lodging strangers and others, or to pay tavern license and duties imposed or yet to be imposed thereon. Done as above.

On the written petition of Rendel Huwit, Englishman, for leave to tap, 't is granted together with the above appointment.

Of the petition signed by Corn<sup>o</sup> Schut, Claes Bordingh, Jan Schepmoes, Hendricksen, the Drummer, Juryaen Blanck, and Jacob Steendam, presented to the Schout, Burgomasters and Schepens, relative (as petitioners remonstrate) to the immoral lives of Jacob Stevensen and Mary Joosten, the following disposition was made :—

Whereas this day a remonstrance has been made to the Schout, Burgomasters and Schepens of this City against the wicked, enormous, beastly, dreadful and immoral lives of Jacob Stevensen and Mary Joosten, his wife, who came recently hither from *Patria* ; with a request that the same may be attended to, Therefore the said persons being summoned to Court, the Magistrates knowing and criticising their behaviour, the said Jacob Stevensen and Mary Joosten are hereby, for the second and last time, ordered and by the Court Messenger cautioned to henceforth conduct themselves in such wise that no complaints be made against them to the Court by the Commonalty or their neighbours ; failing which, the aforesaid persons being found contravening, shall, on the first complaint of their neighbours or others, be obliged to depart from the jurisdiction of this city without any delay, or be otherwise punished according to the urgency of the matter. Thus done and ordained this 31 May 1655 in the Court aforesaid.

Tuesday being the first of June, 1655.

Extraordinary Session holden in the City Hall, City Amsterdam in N. Netherland. Present the Heeren Allard Anthony, and Oloff Stevensen, Burgomast<sup>rs</sup> Johannes Nevius, Johannes dePeyster, Johannes Verbrugge, and Jacob Strycker.

The Court Councils van Tencoven and for himself and on the behalf of the wife of Jan Jansen Jansen deft. put contra Sander Leendertsen deft. Plaintiff says he has entered in writ in half of the value belonging to Jacob Fonder which was covered by Sander Leendertsen in account and for the payment of one thousand pieces of green bank being the price of a certain parcel of land belonging to the widow of Jan Jansen deft. which Fonder according to contract dated 3 April 1652 should have delivered last August representing accordingly that he had been so confirmed, if that left shall answer and give security for the payment with such damage and interest thereon. Deft. acknowledges that the said parcel belongs to Jacob Jansen Fonder and declares himself willing to act as said Fonder's security, and undertakes to deliver here within three months to the pft. the said thousand pieces according to contract in condition that the said parcel shall remain a guarantee to him Sander Leendertsen therein. The Court having heard demand and answer of the parties, and attended to all that was alleged and shown left Sander Leendertsen to deliver here as bid for Jacob Fonder within three months from date to pft. the said thousand pieces with interest thereon and further to pay the costs of this suit, provided that Sander Leendertsen shall hold a guarantee in this matter in the said of the aforesaid parcel. Thus done at the Court aforesaid at above at Amsterdam in New Netherland.

Monday 24 June 1655. In the City Hall.

Present: the W. Heeren Alard Anthony, Oluf Stevensen, Johannes Broun, Johannes de Peyster, Johannes Pi. Verbrugga, Jacob Strycker, Jan Voge and The Officers, Cornel van Tienhoven.

Cornelia Meijer, pft. v/s Sybont Claesen deft.

Jan van der Werken, attorney for pft. being absent, and the copy of the demand delivered in last Court day by him being handed to deft., he excuses thereto, that the demand and conclusion are not signed by Cornelia Meijer, and says the lot in question is almost paid for. Deft. Sybont Claesen, was ordered by the Court to answer in writing by the next Court day to the demand and to prove what he has paid.

Vijfent van Borsum, pft. v/s Christian Anthony deft. Both in default.

Jan Perie pltf. v/s Engeltie Mans deft., complains that she scolded him as a thief and a supporter of thieves. Deft. denies the same. Pltf. declares, he has no witnesses ; wherefore his demand is dismissed.

Marretie Jorisen pltf. v/s Gabriel de Haes deft. Pltfs. 2<sup>d</sup> default. Deft. pays his default of last Court day.

Madaleen Vincent pltf. v/s Jacob Willemsen deft., says, that deft. has drawn 15 gl. in brandy, of which he has paid fl 4. requesting, that deft. be condemned to pay the balance of fl. 11. Deft. denies the debt, and says, he does not know that he has drawn any brandy except the fl. 4 which he paid. Pltf. calls for the declaration of Peter Stoutenborgh, who being heard thereupon by the Court, declares that he cannot give any evidence in the matter. Pltf. was, therefore, ordered to prove, that deft. has drawn the brandy, and for this purpose to summon those, who drew and drank the liquor, before the Court, to give an explanation of the matter.

Jochem Beeckman, pltf. v/s Abram Rycken, deft. Pltf. claims 5 feet additional on the lot which he bought from deft. and which is short on the south side, and whereas the Court is ignorant of the difference, it has referred the parties to the Fence Viewers present, Corn<sup>e</sup> van Tienhoven and Pieter van Couwenhoven to inspect the lot, to examine the question of the parties and if possible to reconcile the same or otherwise to report to the Court.

Jacob Willemsen pltf. v/s Frerick de Backer's Servant deft. Defts. 2<sup>d</sup> default.

Arent Pietersen pltf. v/s Adriaen Vander Donck deft. Defts. 1<sup>st</sup> default.

Tryntie Willemsen pltf. v/s Hendrick the Shoemaker (*de Schoenmacker*) deft. Pltf. demands payment of fl. 6.6 stiv. for consumed liquor. Deft. acknowledges the debt. Parties being heard, deft. was condemned to pay pltf. within 14 days from date, without further delay.

Adriaen Keyser pltf. v/s Jacob Haey deft. demands payment of fl. 148.16 according to an obligation, dated 2 August 1649, drawn by Jacob Haey in favor of Gerrit Vastrick or Bearer. Deft. acknowledges the note, but says he has paid the same and that it appears in the pltf's account among the monies entered to the credit of G. Vastrick, according to his Vastrick's handwriting, requesting that he shall be allowed to

cancel the note, being ready to satisfy the pltf. that it must belong to him by balance of account. By the Court, parties were referred to Sieurs Corn<sup>e</sup> Steenwyck and Pieter Jacobsen Buys, who are hereby authorized to examine, whether the aforesaid note is included in the above account, delivered by A. Keyser to J. Haey, and further to settle the accounts on both sides and if possible to reconcile them, or otherwise to report in writing their opinion to the Court.

Thomas Hall and Cornelis Aertsen in quality of overseers, appointed by the Hon<sup>ble</sup> Director General and Council, of the Common Fences on the Island of Manhattans pltfs. v/s Pieter van de Linde, Hendrick van Dyck, the Wife of Paulus Leend<sup>n</sup>. vandie Grift, and Egbert Woutersen defts. Pltf. Thomas Hall appears in Court requesting in aforesaid quality, as the defts. are in default, notwithstanding proper notice served on them, and have not repaired the common fencing here on the Island of Manhattans, conjointly, that the cattle belonging to them and others may not be lost or go astray, that, for the maintenance of the said order for the public good, they be condemned in the ordinary fine enacted therein and the Court Messenger be directed to collect the same. Deft. Pieter Linde says, that he has been heretofore excused from making the common fencing, on account of his old age and also because his cattle are enclosed within his own fences ; yet he sent another man, who bought his land, at the appointed time, who was sent back by T. Hall ; requests, therefore, that pltfs' demand be dismissed, and as he has come here on the last and present Courtday, and his time has been consumed and lost thereby, he further asks, that pltfs. shall be condemned to pay him for his lost time. Pltf., Thomas Hall replying says, that the man deft. sent came too late, and maintains that deft. is not sustained. It being considered by the Court, that Pieter Linde is an old man and having been heretofore excused, as he says, from the common fencing, and that Thomas Hall having summoned the said P. Linde on the last Court day, and he having been present then, went away without hearing him, decide that Pieter van Linde for this time shall be excused the fine, and have no claim for his spent time. The answer of deft. Hendrick van Dyck was delivered in writing. He therein maintains that, inasmuch as his two cows are attended in the pasture of Will<sup>m</sup>. Beeckman, which is enclosed, pltf. has not made out a case, and he is absolved from the fine. This being read to pltf., Tomas

Hall, he replies ; although deft. Hendrick van Dyck can have his two cows well herded at William Beekman's, yet the same, notwithstanding, at the end of the year or when the enclosed pasture is low, can run into the Common and likewise the increase [the young cattle]. He maintains, therefore, that he ought not to be excused, but pay the fine. The Court having heard the allegation of parties, and having observed the general order, have in maintainance of the same, condemned the said Hendrick van Dyck to pay the fine fixed therein. And Whereas Pieter Leend<sup>n</sup>. vandie Grift and Egbert Wouters, both being summoned for the second time, are in default ; the Court have condemned the said defts in consequence of their contumacy, to pay the fixed fine into the Secretary's office of this City.

Allard Anthony summoned by Abram Verplanck serves plea in Reconvention and answer in Convention\*, whereupon was endorsed :— Copy hereof to be granted to party, thereunto to reply at the next Court day.

Monday, 14 June 1655. In the City Hall.

Present the Heeren Cornelis van Tienhoven, sheriff ; Allard Anthony and Oloff Stevensen Burgomasters ; Johannes Nevius, Johannes de Peyster, Johannes Verbrugge, Jacob Strycker, and Jan Vinje, Schepens.

Jacob Willemsen, pltf. v/s Frerick the Baker's Servant, deft.—Defts. 3<sup>d</sup> default. Pltf. complains, that deft. about 7 weeks ago (as he was coming out of church at noon with Hendrick de Bakker,) stuck him with a knife in his shoulder or arm, whereby he was obliged to be three weeks under a surgeon's care and his time was consumed in idleness, as he could not work ; requests, that deft. be condemned to pay him for his lost time and endured pain, estimated at fl. 30. Regarding the Surgeons fee, pltf. says that deft. paid therefor one Beaver to Master Hans [Kierstede.] The complaint and demand of Jacob Willemsem being heard by the Court, the deft. was condemned, on account of his contumacy, to pay pltf. the aforesaid fl 30. within eight days and to appear before the Court

\* Convention and Reconvention. If a man sues another for \$10<sup>00</sup>, the latter may institute an action against him for a similar or any other amount. The former was called an Action in Convention, the second in Reconvention. *Damhouder*, Praxis Civil., c. 141. The latter was simply what is called now a Cross Action.—B. F.

at the next sitting further to purge himself, in default whereof further disposition shall be made herein.

Sybout Clasen deft. in the case of Corn<sup>s</sup>. Melyn pltf. delivers in his answer or exception to the demand, in writing to the Court, pursuant to the order of the last Court. Thereupon, J. DeDecker, attorney for Corn<sup>s</sup>. Melyn, maintains, that deft's petition shall be denied, and he be ordered to settle, being content, that deft. shall deduct from his promised monies, what he shall legally prove to have paid. Ordered by the Court, that DeDecker as attorney for Corn<sup>s</sup>. Melyn shall be granted copy of the remarks delivered in by Sybout Clasen, so as to communicate in writing to the Court whatever he, DeDecker, can allege thereon.

Johannes dePeyster, pltf. v/s Matys Capito, deft.

Same pltf. v/s Tryntie, Paulus Heyman's wife. Both defts the 2<sup>nd</sup> Default.

Marretie Jorisen pltf. v/s Andries de Haes deft. Pltf. says, that deft. has scolded her as a whore, and her husband as a rogue, about 14 days since in their own house, in the presence of Claes Michelsen and Claes de Sweet; requiring proof or in default suitable reparation of honor. Deft. denies the injuries; demands proof. Pltf. was ordered to prove her assertion.

Monday, the 21 June 1655. In the City Hall.

Present the W. Heeren Cornelis van Tienhoven, Allard Anthony, Oloff Stevensen, Johannes Nevius, Joh. d' Peyster, Joh: Verbrugge, Jacob Strycker, and Jan Vinje.

Fredrick Lubbertsen, pltf. v/s Warnær Wessells, deft., demands, that deft. be condemned to pay now in beavers the balance of the rent of his house according to agreement, as he has failed to pay the same, according to contract, in good merchantable wampum on the 1st of last May. Deft. says, that he offered pltf. last May good wampum according to contract and that he refused the same, and therefore he left it in deposit. Requests copy of the demand to answer thereunto on the next Court day. Pltf. replying denies that deft. offered him good merchantable wampum last May according to contract. Deft. undertakes to prove the same. Copy of pltf's demand was granted by the Court to deft., who was ordered to answer and prove his assertion by the next Court day.

Johannes d' Peyster, pltf. v/s Matys Capito, deft. Defts 3<sup>d</sup> default. The Messenger being heard in Court declares, that 3 divers times, he summoned Matys Capito personally on the part of Sieur J. Depeyster, Pltf. demands, that deft. be condemned to pay him, without further delay, the sum of fl. 126. 17. 8, coming to him for goods sold Anno 1651, according to account. Whereas deft. Matys Capito, according to the declaration of the Court Messenger has personally been summoned 3 different times, but has not been *condemned*,\* the Court condemn the said deft. in consequence of his contumacy, to pay pltf. his aforesaid demand within one month, on pain of execution.

Madaleen Vincent, pltf. v/s Jacob Willemsen, deft., demands as before, balance of fl. 11, for brandy drawn by deft. at her house. Deft. as before, demands proof, that he has had the brandy drawn. Beeletie Jacobs being called as a witness, declares not to know anything of the matter. Pltf. says, she cannot furnish any proof, except that he deft. sent her his hat-band as a token, having previously said, when he sent a token, she then should obey it. Deft., then, refused to answer promptly either by acknowledgment or denial, saying only, that he does not know, that the liquor was drawn for him, but that he was in company, where the wine was drank. Pltf. offers to confirm her assertion by oath or otherwise that deft. should clear himself by oath. Parties being heard, the Court condemn the deft. to pay the pltf. the aforesaid balance of fl. 11., conditioned, that he shall have his guarantee on those, who drank the wine with him.

Arent Pietersen, pltf. v/s Adriaen van der Donck, deft. Defts 2<sup>d</sup> default. Pltf. demands, payment of a balance of fl. 138, for seven quarter-year's service rendered to deft. van der Donck. Ordered by the Court, that the above demand shall be made on deft. van der Donck to answer thereunto by the next Court day on pain of execution.

Whereas Abram Verplanck has failed to reply, conformably to the Order of the 1<sup>st</sup> of May last, to the answer of Allard Anthony, therefore the Court, on petition made in the premises, order that Abram Planck shall be cited to reply by the next Court day to the answer of Allard Anthony, or shew cause; on pain of execution.

Johan de Decker as attorney of Cornelis Melyn delivers a certain

\* Thus in the original.

writing against Sybout Claessen to the Court, whereupon was endorsed :—Copy hereof shall be furnished to the party to answer thereunto by the next Court day.

Henry Hendricks, Drummer, requests by petition, payment of his remaining half years wages, due on 5 June last, being fl. 40, and offers his further service ; Whereupon was endorsed :—Petitioner shall be paid the balance of fl. 40 forthwith.

Borger Jorissen appears and informs the Court that he is security for certain ironwork purchased by Pieter Kock from the store of Jan the Smith ; and whereas there remain due to him for work and other materials executed in common, Anno 1653, certain monies, requests that he may be paid therefrom or that the same be applied to the aforesaid. It is decided by the Court, that as Pieter Kock's action is a private one, that the same cannot be applied ; but it was ordered that he, Borger Jorissen, conformably to the foregoing Order, shall pay Pieter Kock according to obligation, and whatever belongs to him from the partnership shall also be paid him.

Friday morning, 10 o'Clock, being the 25 June 1655. In the City Hall.

Extraordinary Meeting held on the complaint of M<sup>r</sup>. Atwater, an English merchant at present residing at Stratford, that Borger Jorissen an inhabitant of this place had insulted and beaten him in his own house—present the Heeren Cornelis van Tienhoven, Allard Anthony, Oloff Stevens, Joh. Nevius, Johan. d' Peyster, Jacob Strycker and Jan Vinje.

Borger Jorissen appears in Court, and shews by writing subscribed by him and Joshua Atwater, Pieter Le Fevre and Francis French as witnesses, that they had settled and arranged their difficulties.

Francis French appeared in Court and declares under offer of oath, that he yesterday accompanied Mr. Joshua Atwater to the house of Borger Jorissen, whereupon Borger Jorissen bade the aforesaid Atwater welcome and gave him a drink, he, Borger, saying—I think I still owe you a beaver ; To which Atwater answered, Yes. They coming further to discuss the debt, quarrelled ; Borger said to Atwater, Thou art a villain ; and then struck him, with his fist, two blows on the head in Borger's own house : he declares further, that this morning he, Borger Jorissen, and M<sup>r</sup>. Atwater

through the intervention of Pieter Le Fevre have arranged their difference by acknowledgment of fault and payment of the beaver by Borger Jorissen. Done as above, was signed *Francis French.*

Mr. Joshua Atwater appeared in Court and declared, as above, saying that he, at the request of Borger Jorissen who acknowledged his fault and brought him the beaver in question, made friends in the presence and through the intervention of Pieter La Fevre and no further difference exists. Thanking the Court for their meeting and trouble. Done as above ; was signed *Joshua Atwater.*

Pieter Le Fevre appears in Court and declares, that he reconciled Borger Jorissen and Mr. Atwater, and that Borger Jorissen acknowledged, that he had struck Atwater, when drunk, and to prevent all complaint, he confessed his fault, paid the beaver, which belonged to Atwater, and separated with a drink in friendship and harmony. Done as above ; was signed *Pieter Le Fevre.*

Allard Anthony presented in Court a certain request relative to the Petition of certain inhabitants for some privileges in the trade by retail and with the Indians. Which was postponed until the next Monday.

Monday 28<sup>th</sup> June 1655. In the City Hall.

Present—the Heeren Cornelis van Tienhoven, Allard Anthony, Oloff Stevensen, Johan Nevius, Joh. de Peyster, Johannes Verbrugge, Jacob Strycker, and Jan Vinjie.

Isaak d'Foreest, pltf. v/s Barent Meyndertsen, deft. Pltf. says that he, last Christmas, gave deft. a house to dwell in for one year, on condition, that he should repair it : And whereas he has failed to do so, and has let the house and garden to another, he therefore requests that he, the deft. be condemned to cover and repair the house in a suitable manner and be not permitted to sublet it to another. Deft. acknowledges, that he agreed to repair the house for the occupation of it for a year, and says that another person only dwells with him, without having any lease ; also that the garden was promised him. This pltf. denies, and demands proof. And whereas no contract has been made, parties are ordered to prove their assertions by next Court day, or, in the meantime, to come to an arrangement.

Frederick Lubbertsen, pltf. v/s Waraer Wessels, deft. Pltf. persists

in his aforesaid demand as rendered on the last Court day. Deft. answers in writing and proves, that he offered pltf. good Seawan (wampum). Pltf. requests that the Seawan as deposited be shown to the Court, and if it be considered good merchantable wampum, he still offers to receive it in payment. The deposited Seawan being produced in Court, the Court pronounced it good and merchantable. Two parcels, black, of fl. 22.4 and fl. 19.1. and one parcel white, of fl. 65.4. and therefore Fredrick Lubberts was ordered to receive the same according to tender; and Warnær Wessels was further condemned to exchange the remainder, which was considered unmerchantable for good merchantable Seawan, for the pltf. without delay. Warnær Wessels was condemned in a fine of twelve stivers, for having given the pltf. the lie in Court.

Roeloff Jansen, pltf. v/s Christiaen Barentsen, deft., demands, that deft. be condemned, as attorney for Albert Andriessen, to make the house on the farm, which he hired, tight and tenantable and to deliver the two remaining cows according to contract; and whereas he now in the middle of the season misses the cows and finds the house unenclosed, he claims the interest and damage which he has suffered or may still suffer. Deft. as attorney for Albert Andriessen, says that it is not his fault, that the aforesaid demand was not complied with, according to contract; only requests time to write to his principal about it, after receiving which he shall fully agree as to any loss that might accrue. Parties being heard, the Court granted deft. one month's time to write to his principal about the matter; saving the claim, which pltf. might have on account of damage suffered or yet to be suffered by non-fulfillment of contract.

Andries Hoppen, pltf. v/s Cosyn Gerritsen, deft. Deft. in default.

Wolfert Webber, pltf. v/s Judith Verleth, the daughter,\* deft. Pltf. appears in Court, complaining of violence, force and abuse committed against him by deft. and her sister, Sarah, last week in his house; striking him, in his own house and flinging stones at him; requesting that said

\* Daughter of Caspar Verleth (Varleth) and Judith—?, later (1666) the wife of Nicholas Bayard. She had brothers and sisters, viz.: 1, Nicholas, who married 1 —? 2<sup>d</sup> Anne Stuyvesant, widow, Octbr. 1656; 2 Janneke, m. to Augustyn Heermans Decbr. 1650; 3, Anna, wife of George Hawke of Virginia; 4, Maria, m. to 1<sup>st</sup> Johannes van Beeck, 1654, 2<sup>d</sup> to Paulus Schrick, 1658, 3<sup>d</sup> to Willem Teller, 1664; 5, Catharine, m. to Francis de Bruyn, 1657; 6, Sarah.—E. O'C.

deft. be ordered to let him remain in peace in his own house. Deft. denies, that she ever gave pltf. any trouble ; complains that he berated her for a whore and strumpet, and threatened in his own house to strike her with the whip, as he daily does his wife ; that he assaulted her, bruising and dragging her arm, and kicked her sister so that her hip is blue. Parties were ordered to prove their complaints. and statements on both sides by the next Court day, and further to leave each other unmolested. Webber was fined 12 stivers on account of fulminating lies etc in presence of the Court.

Willem Beekman, pltf. v/s Ryck Hendricksz, Woodsawyer, deft., says, that he sold deft. a piece of land and that he now fails in making the first payment according to contract in writing ; and that he destroys the haybarrack and outhouse ; requesting, that deft. be condemned to pay the instalment due without any further delay ; or otherwise that he be authorized to resume the land and building, which are mortgaged to him. Deft. requests copy of the demand to answer thereto on the next Court day. Deft's request is granted, and he is ordered to answer thereto by next Court day on pain of execution.

Sybout Claessen answers in writing to the document delivered last Monday to the Court by Johan de Decker as attorney for Cornelis Melyn, whereon was endorsed : Ordered by the Court, that Copy hereof shall be granted the party to reply thereto.

Abram Verplanck states by petition, that he expects some proof from Fort Orange in the matter against Allard Anthony, and therefore cannot reply ; requesting that the cause be postponed until he shall have a return. Whereupon was endorsed : Petitioners request is granted to bring in his proofs as soon as possible, and 14 days from date are granted him as the longest time.

Regarding the Petition of some inhabitants touching trade here, it was decided that the same be communicated by the Burgomasters to the Hon<sup>ble</sup> the Supreme Council, to dispose of the contents thereof.

At the Meeting of the Schout Burgomasters and Schepens of this City of Amsterdam Resolved, to propose to the Hon<sup>ble</sup> Supreme Councillors, for the purpose of raising funds for the payment of some things necessary for this City as follows :—

For the stamping of the Skepel.....	15	stivers.
“ “ marking “ “ Ell.....	20	“
“ “ stamping “ “ tun or half vat....	10	“
“ “ “ “ “ quarter “.....	5	“
“ stamping every can, large or small....	6	“
“ a ten pound weight.....	3	“
“ “ “ @ twenty lbs.....	5	“
“ “ 20 @ 50 lbs.....	8	“
Above 50 lbs.....	10	“

Every tavern keeper shall take out quarterly a license and pay therefor, as decided by plurality of votes, six guilders.

Done this 28<sup>th</sup> June 1655 at Amsterdam in N. Netherl<sup>d</sup> Resumed and signed on the 5<sup>th</sup> July 1655. Allard Anthony, Joannes Nevius, Jacob Strycker, J. Vinje.

Monday, 5<sup>th</sup> July 1655 : In the City Hall.

Present the Heeren Cornelis van Tienhoven, Allart Anthony, Johannes Nevius, Johannes Verbrugge, Jacob Strycker and Jan Vinje.

Matys Capito, pltf. v/s Evert Pels, deft. Pltf. demands, that deft. be condemned to pay the gl. 37, which Gerrit Segers owed him, when he was engaged to go to Fort Orange to serve deft. who was then to pay him. Deft. does not deny, that he promised to pay the money for Gerrit Segers, if he had earned it from him, but says that on the contrary he was in his employ only 14 days, and owes himself full 20 gl. and therefore maintains, that he is not bound to pay for Segers. Parties being heard, the Court decides, that, inasmuch as the bail was conditional and it does not appear, that Gerrit Segers earned any of the demanded money from the deft., pltf. has no claim in this matter on Evert Pels. Therefore his action is dismissed saving his claim against Gerrit Segers.

Marretie Joris, pltf. v/s Gabriel de Haes, deft. In case of damages. Pltf. in pursuance of the order of last Court day, sustains by two witnesses, that deft. abused her as a whore and her husband as a rogue. Deft. excepts to the witnesses. that they are pltf's servants. Witnesses being again heard, are found to persist in their declaration, and that they are not pltf's servants. Deft. acknowledges, that as she said she was not indebted to him,—he replied, whores and knaves act so, but declares, that he knows

pltf. and her husband only as honest and decent man and wife, and that the words were expressed in haste. Parties being heard, the Court condemn deft. for his aforesaid calumnies in a fine of six guilders for the behoof of the deaconry of this city, and further dismisses pltf's claim.

Hendrick Hendricks, Soldier, pltf. v/s Jan Jansen van Ham, deft. Pltf. requests payment of a months work from deft. Deft. says, he hired pltf. for a quarter and is not bound to pay until he shall have completed his time. Requests that he be condemned thereto. Pltf. acknowledges, that he hired for  $\frac{1}{4}$  year, but that he should be paid every 14 days. Deft. offers to pay him on condition of retaining each time eight days wages, in order to oblige him thereby to put in his time according to agreement. The Court having heard parties, condemn the pltf. Hendrick Hendricks to complete his time in a proper manner ; and the deft. Jan Jansen to pay pltf. on conclusion of his service, according to his aforesaid proposal. Deft. promises to pay pltf., what he claims for disbursed provisions immediately on settling his account.

Isaac de Forest, pltf. v/s Dirck van Schelluyne, deft., demands payment of 51 $\frac{1}{2}$  beavers, purchase money of land in Midwout, as the last pay day is expired, and deft. has sold the same again. Deft. acknowledges to be indebted according to contract to pltf. for the last instalment, requesting proper patent and conveyance according to agreement. Pltf. says he cannot deliver the patent at present owing to the absence of the Hon<sup>ble</sup> General, offering bail that he shall furnish proper patent and conveyance, provided deft. pays or at least deposits the money. Whereas deft. has appealed to the Contract, pltf. was ordered to exhibit the same by next Court day, when further disposition shall be taken in the matter.

Abram Jacobsen, Carpenter, pltf. v/s Jochem Beeckman, deft. Pltf. in default.

Jan Cornelis Clyn, pltf. v/s Evert Pels, deft. Case of attachment. Pltf. demands payment of fl. 50, for wages earned at deft's house, which he promised to pay in eight days since expired. Deft. denies being indebted to pltf., as he had discharged by an assignment the claim of fl. 50. offers still to pay the said fl. 50. on condition of receiving back his executed assignment. Parties being heard the Court decides, inasmuch as pltf. has accepted the assignment and granted an acquittance thereupon,

that he must wait until the same, being accepted, is paid, or until the same be refused payment. Wherefore the arrest is declared invalid.

Willem Beeckman, pltf. v/s Ryck Hendricks, deft., requests payment, as before, of the first instalment for land sold, as the same is expired, otherwise that the land shall be again leased and an agreement be made for the rent thereof and what damage it has received in the opinion of arbitrators. Deft., who had until this day to answer, requests six weeks to send in his reply. Acknowledges, that the instalment is due and that it is out of his power to pay at present. Offers to give security. Parties were referred to two impartial persons, namely Thomas Hall and Harman Smeeman to come to some arrangement through them ; or in default of agreement, the arbitrators will please to deliver their written opinion to the Court.

Corn: van Tienhoven pltf. v/s Borger Jorissen deft. Pltf. requests, that deft. shall be condemned to pay for the extraordinary session of Burgomasters and Schepens, which was held in the case of Borger and Mr. Joshua Atwater. Deft. Borger Jorisen says, it was not he, but Mr. Atwater, who called for the extraordinary Court, which was granted at Atwater's request, who promised to save him harmless. Whereas Mr. Atwater is still present, the Court consented, that if he had any cause of action against Mr. Atwater, he might institute the same ; otherwise they ordered him to pay for the extraordinary Court.

Secondly, the Officer proposes how Borger Jorisen being lately at the wedding of Nicolaes de Meyer, insulted Burgomaster Allart Anthony, in presence of several friends. Requests, that he be thereupon duly punished. Borger Jorisen acknowledges, to have had some words with Allart Anthony, but that the same was spoken in drunkenness. The case was postponed until next Court day.

Cornelis Melyn serving reply to the answer of Sybout Claesen, thereupon was endorsed—Copy hereof shall be delivered to party thereunto to rejoin by the next Court day.

Abram Verplanck rendering reply to the answer of Allart Anthony, thereupon was endorsed—Copy hereof shall be granted party, to rejoin thereunto by the next Court day.

Thomas Hinson requests by petition, inasmuch as Mary Tilson has fled from Virginia, with other thieves, from her Master with some property

which she stole and was here in custody, from which she again escaped with all the goods ; that the Marshal, in whose charge she and the property were, may be condemned, to place the said Mary Tilson again in arrest with whatever she had with her, or to pay for the same. The Marshal's excuse being heard in Court, it is ordered, that all diligence shall be used, to again arrest the said Mary Tilson, when she shall be sent to her master in Virginia ; and further that petitioner shall specify the property she had with her, and estimate it according to its value when further disposition shall be made in the premises.

Extraordinary Session on Tuesday 7<sup>th</sup> July 1655 In the City Hall

Present the W. Heeren, Cornelis van Tienhoven, Allart Anthony, Oloff Stevensen, Joannes Nevius, Jacob Strycker and Jan Vinje.

Borger Jorisen pltf. v/s Mr Josua Atwater deft. About an arrest. Pltf. appearing in Court says, that deft. and not he ought to pay the extraordinary expenses of the former session ; and therefore had arrested the deft., who proves that he had entered into an arrangement for his own private interest and not, according to the law of justice. The Burgomasters and Schepens having heard parties and examined witnesses, condemn the pltf. to pay for the two extraordinary sessions, and fifteen English Shillings in addition, for deft's waste of time and loss of passage. Thus done and sentenced at the aforesaid Court this 7 July 1655.

Thomas Hinson appearing in Court and exhibiting, according to order of the last Court day, the specification and estimate of what Mary Tilson, who escaped from custody, had with her, the Court having deliberated find by plurality of Votes, that the said goods were worth, when here, the sum of one hundred and fifty guilders—fl. 150. ; and inasmuch as it appears that the maid and goods, being in the charge of the Marshal, escaped solely through his fault, therefore the said Marshal shall be condemned to deliver up the said maid and property, or to pay the aforesaid sum of fl. 150.

Tuesday, 13<sup>th</sup> July 1655. In the City Hall.

Present the Heeren Cornelis van Tienhoven, Allard Anthony, Oloff Stevensen, Johannes Nevius, Johannes Verbrugge, Jacob Strycker, Jan Vinge.

Edward Scharburg, Merchant of the ship named the *Mary of Gaka-*

*nock*, pltf., contra Harmen Jacobsen, Teunis Gerritsen, Jacob Boeckstal, and George Bird, sailors on board the said ship, defts. Pltf. states, that defts. have arrested him, requests the reasons for the arrest. Defts. answering say, they have arrested pltf. for payment of their earned wages, and that they must be discharged, inasmuch as they hired in Old England for ten to eleven months, and their time is expired. Edward Scharborg proves by the declarations of the skipper of said ship and his brother, that he had engaged the sailors in Old England for 16, 18, to 20 months ; viz. to sail from Old England to Virginia ; from Virginia to Barbados, N. England or N. Netherland and thence back to Old England or other parts of Europe, and that they should then be first discharged, requesting that they be condemned to complete their term of service, and offers to pay those present half their earned wages. The sailors offer to proceed as proposed with the ship to some port of Europe, on condition, that he, Scharborgh, shall promise under his hand to discharge them on their arrival there and pay them their wages. Parties being heard and the Court of the City having paid attention to the demand and reply of both sides and to the proof exhibited in Court, condemn the sailors to serve out their time and engagements honestly according to the signature of Scharborgh given in Court and placed in their hands ; and Edward Scharborgh was further ordered to pay them the half of what is due them. Done as above.

Copy.\*

These p'sents oblige mee Edward Scarburgh that at such time as the shipp *Mary of Gaakonock* shall arrive in any part of Europa denovo, that then Anthonie Gerrits, Gorge Bird, Harman Jacobsen, Seamen shall be acquitted from the said shipp Mary ; and receive their wages to which I have subscribed in New Amsterdam this 13<sup>th</sup> of July Newstiel 1655. Was undersigned, Edw. Scarburgh.

Monday, the 19<sup>th</sup> July 1654 [1655]. In the City Hall.

Present the W. Heeren, Cornelis van Tienhoven, Allard Anthony, Oloff Stevensen, Joh. Nevius, Jacob Strycker, Joh. Verbrugge, and Jan Vinje.

Teunis Kraey, pltf. v/s Michel Tadens, deft. Deft. in default.

\* English in the original.

Teunis Kraey, pltf. v/s Jan Cornelis Clyn, deft. Deft. in default.

The H<sup>ble</sup> Allard Anthony renders a replication to the reply of Abram Verplanck, in which he persists in his former answer and declares to renounce further productions. Therefore the Court orders Abram Verplanck to submit to the Court, at the next sitting, his papers and documents appertaining to the cause, or renounce all further production, when the matter shall be disposed of.

Sybout Claesen in replication to the reply of Cornelis Melyn, offers to pay pltf. whatever, on settlement of account, shall be found to belong to him, but first legal conveyance of the lot in question shall be given him.

Burgomasters and Schepens having seen the offer of deft., refer parties to Sieurs Govert Loockermans and Cornelis Steenwyck to settle their reckoning regarding the payment of the lot in question, and if possible, to reconcile the parties in their further differences, failing which to communicate their opinion in writing to the Court.

Isaack de Foreest appears at the meeting requesting, as Thomas Adamsen owes him about 18 gl., that the proceeds of the hhd. of tobacco, which he had stored at M<sup>r</sup> Gysbert's and which was sold by auction, may be given him. The Court consents, that petitioner may receive, under security, the proceeds of the aforesaid hhd. of tobacco. Jacob Kip consented to be bail, that Isaack de Foreest should restore the money in case the Court hereafter decided, that he had unjustly received it.

Resolved and concluded by the Court, whereas it is at present the Dogdays, that no ordinary session or Court shall be held during the said Dogdays ; wherefore the Court Messenger is ordered to conform himself accordingly, in serving summons.

Extraordinary Session on Tuesday 27 July 1655. In the City Hall. At request of A. Planck and Allard Anthony. Present—the W. Heeren Oloff Stevensen, Joh. Nevius, Joh. d'Peyster, Joh. Van Brugh and Jacob Strycker.

Parties producing their papers, Verplanck requests that Hendrick Janssen van Vin (being summoned) may be examined on certain points, which being done in presence of Allard Anthony, and parties having renounced further proceedings, the following sentence was pronounced :—

Whereas process has been instituted before us, Burgomasters and

Schepens of the City of Amsterdam in New Netherland, between Abraham Verplanck as pltf. against Allard Anthony, deft., relative to certain differences in the fulfillment of a Contract entered into between Allard Anthony and Abram Verplanck for the service of his son Geleyn Verplanck. Therefore, the Burgomasters and Schepens, (the parties having renounced the production of further evidence) having heard and examined the pieces and documents rendered by parties and their verbal arguments, and duly deliberated on whatever was material, have declared the aforesaid Geleyn Verplanck free from the obligations of the Contract, and condemn the deft., Allard Anthony, to remunerate the above named Geleyn Verplanck for the time, which he has served according to contract, and moreover to restore whatever Geleyn Verplanck shall prove he has left at the aforesaid Allard Anthony's, on condition, that Geleyn Verplanck shall, in presence of Pieter Cornelis vander Veen and Pieter Jacobs Buys, duly account and give satisfaction for the cash as kept by him ; and parties on both sides are condemned to pay their own costs, and to pay the half, each, of this extraordinary session. Thus done and adjudged in Our Extraordinary Court holden in the City Hall at Amsterdam in New Netherland, this 27<sup>th</sup> July 1655.

Oloff Stevensen, Joannes Nevius, Johannes de Peyster, Johannes van Brugh, Jacob Strycker.

Monday, 9<sup>th</sup> August 1655. In the City Hall.

Present—the W. Heeren, Cornelis van Tienhoven, Allard Anthony, Oloff Stevensen, Joh. Nevius, Johan. de Peyster, Jacob Strycker and Jan Vinje.

The Officer Corn<sup>r</sup> van Tienhoven, pltf. contra Borger Jorissen, deft. Deft. in default.

Anna Webber, wife of Wolfert Webber, residing beyond the Fresh Water, being legally summoned by the Schout touching the Complaint rendered against the person of Jan van Leyden in manner as follows :— Jan van Leyden coming last Monday, after the Burghery had marched past her fence and gate, as she stood inside, said, Good evening ! Mde van Vincker ! Whore ! every man's whore ! Then following her, he took her rail up and came within the fence ; scolded as before, and struck her with his gun on her shoulder, and gave her a black eye, which is still seen

by the Court. She relates and complains further, that on her premises and in her yard, he struck her on the side with an iron crowbar, so that she lay three days bed ridden from the pain ; Jan van Leyden further said, that she had earned fl. 7.4 from the gunner in adultery ; and also—" I will have my pleasure of you, even though it be on the street, before the pigs." Jan van Leyden denies having struck her ; has witnesses to the contrary ; namely, Abram Plancks wife, her two daughters, and two sisters' daughters and the wife of Augustyn Heermans.

Capt. F. Fyn being summoned by the Schout in the complaint against the person of Jan van Leyden, says, that Jan van Leyden being in conversation with him last Monday about the payment of fl 25. in the purchase of Cows, struck him in the face, and laid hold of his sword by his side, and that Mr. Willett and others came between them. Asks right and justice. Jan van Leyden demands copy of the complaint to answer thereunto by next Court day. Complainant demands, that his witnesses be heard. M<sup>r</sup>. Thomas Willett and Jacob Barents being summoned declare that they heard, Jan van Leyden and Capt. Fyn were last Monday in conversation before the door about some debts, but they did not pay much attention to them for that reason. They heard Capt. Fyn say to Jan van Leyden, had I you in some other place, I should teach you something else ; and thereupon Jan van Leyden struck the aforesaid Fyn with his fist in the face, and seized the sword he carried at his side, whereupon deponent Willett stepped between them, to prevent further difficulty ; declaring what precedes to be true and worthy of belief, under offer of Oath, if needs be. Done etc. The Schout requests, that Jan van Leyden, for the assault committed on the Highway before witnesses on Capt Fyn ; and the force and violence used towards the wife of Wolfert Webber at her place, be placed in confinement in the City Hall and there answer for his conduct. The officer's request was agreed, and he was ordered to institute his action.

Jan van Leyden, pltf. v/s The wife of M<sup>r</sup>. Jacob Varvanger, deft. Deft's husband appeared for his wife. Pltf. says, that he left two beavers at M<sup>r</sup>. Jacob's, which he took back from there, and afterwards brought another. Requests that deft. be obliged to restore said beaver. Deft. denies, that the beaver was received either by him or his wife. Therefore pltf. was ordered to prove his assertion.

Copy :—Gentlemen ; This is the request of Jan Willemsen Iselsteyn, that the cause be tried. In my opinion, the adverse party is more to blame, than the deft. ; and I am content, if the case be such, not to offer any opposition, for so I have done great wrong. But since I know better, let me enjoy one ear, and my antagonist the other. What shall remain unjustified will be for the Fiscal, and I will give security, that it shall proceed according to order. Subscribed, *Jan Willems Iselstyn*. Endorsed—Petitioner is allowed, after he shall have given sufficient bail for his appearance, to depart from custody and justify his case.

Edward Golden, pltf. v/s. Capt. Scharborgh, deft., demands payment of 17½ months wages as Surgeon of deft's ship, at 40 English shillings the month, and, besides, his discharge, as his time is expired. Deft. Capt. Scarborgh, states and proves, that pltf. engaged in Old England for the voyage back to England or any other part of Europe and still maintains, that he does not owe anything ; requesting that pltf. be placed in confinement and offers to give bail for his board, or that he shall enter security, that he will not run away, but return with him. Parties being heard, the Court orders that pltf., Edward Golden shall duly complete his time and service according to contract.

Hendrick Gillisen Wageman, pltf., v/s Wybrant Janssen, deft., demands payment of his earned wages, being 200 lbs of tobacco and one hogshead freight-free, agreed on as wages on board deft's bark with privilege of payment at the Manhattans or where he pleases. Deft. denies the same ; says that Hendrick Gillisen must take him to Virginia, and be paid there. Pltf. requests, that his witness, William Cattoen, to whom deft. refers him, be heard in Court. He appears and declares under offer of oath in presence of Wybrant Jansen, that he was by, when Hendrick Gillesen agreed in Virginia with Wybrant Jansen ; Hendrick Gillesen should have two hundred pounds of tobacco monthly and a hogshead of tobacco, free of freight, and be discharged when he pleased, where the deft. must pay him. The Court having heard the above declaration to which deft. referred, condemn deft. Wybrant Jansen to pay pltf. Hendrick G. Wageman, what he, according to the declaration aforesaid, owes Hendrick Gillesen. Done etc.

Pieter Jansen, Skipper of the ship, the *Spotted Cow*, appears in Court with Joseph La Coster, stating that they cannot agree about some goods,

which were spoiled in said ship, and request that their Honor's of the Court would please commission two arbitrators to estimate the actual loss. The request being found just, the Court appointed Sieurs Paulus Leendertsen van die Grift and Cornelis Steenwyck, who are hereby authorized to inspect the damaged goods and to decide according to the facts and if possible to reconcile parties, otherwise to communicate their opinion to the Board. Done etc., the 9<sup>th</sup> August.

Whereas Cornelis Steenwyck is absent, the Court has, at the request of parties, appointed Sieur Govert Loockermans in his place with similar charge, as above.

Willem Jansen, pltf. v/s Jochem d' Schoester, deft. Pltf. states, that deft. struck and stabbed him with a knife in the head ; requests payment of damages, surgeon's bill and loss of time, exhibiting affidavits as to how the matter occurred. Deft. denies the same and requests copy. The Court allows copy in order to answer at the next Court day.

Allard Anthony as attorney for Jacob Huys, Skipper of the ship, the *Pearlree*, pltf. v/s Jacob Moesman, deft. Pltf. demands payment of fl. 1046.3 in good merchantable beavers for passage of deft. Moesman and his companion in the aforesaid ship. Deft. says, that he has not refused payment of what he owes, and now tenders the same, but on the decision of two arbitrators, to which parties agree to refer. Therefore the Court have referred parties to Sieurs Govert Loockermans and Johan Pieters Verbrugge, who are hereby authorized to settle the accounts on both sides, to superintend the payment and if possible to cause them to agree ; otherwise to communicate their written agreement to the Court.

Cornelis van Lanckvelt, pltf. v/s Hendrick Gillesen Wageman, deft., demands payment of fl. 31. for cloth and one pair of boots, whereupon 1 ring was received. Deft. acknowledges to owe only fl. 6. for one pair of boots ; and if he [had] the cloth for the remainder of the suit, he should be indebted only 1½ beaver. The Court order pltf. to prove, by the next Court day, his demand and claim.

Teunis Kray, pltf. v/s Jan Cornelissen Clyn, deft. Defts 2<sup>d</sup> default.

Monday, the 16<sup>th</sup> August, 1655. In the City Hall.

Present—the Heeren Allard Anthony, Oloff Stevensen, Johannes Nevius, Johan. d' Peyster, Jacob Strycker, Johan. Verbrugge and Jan Vinje.

Teunis Kraey, pltf. v/s Jan Cornelisz Clyn, deft. Defts 3<sup>d</sup> default. Pltf. says he contracted with Jan Corns. Clyn to build his house according to contract, and that he failed to lay the cellar, which he therefore had done by another, who has demanded two beavers therefor. Requests that deft. be condemned to pay the said two beavers, or to satisfy the carpenter, and pay incurred damages and costs. Burgomasters and Schepens finding, that deft., being summoned three different times, is in default, have therefore condemned the same for his contumacy, to pay the said two beavers with costs of Court.

Jacob Willemsen vander Bos, pltf. v/s Jan Gerritsen van Bocksel, deft. Deft. in default.

Claes van Leyden, pltf. v/s Wybrant Jansen, deft. Deft. in deft.

Pieter Jansen, Gunner, pltf. v/s Edward Scharborgh, deft. Deft. in default. Pltf. demands by petition, as he has the falling sickness, that he be discharged and paid his earned wages. Whereupon was endorsed:— The Court orders, that copy hereof be handed to Capt Scharborgh to answer thereunto by the next Court day.

Hendrick Jansen Ruyter, pltf. v/s Edward Golden, deft. Deft. in default.

The Heer Tienhoven present.

Joresy Rapalje, pltf. v/s Jan Cornelis. Clyn, deft. Pltf's wife appeared in Court, complaining that deft. has arrested her money at Fort Orange to the amount of fl. 160, without any reason, having sued out no legal process therefor. Requesting that deft. shall institute his action, or that the executed arrest be declared invalid and she accordingly be empowered to receive her money. Deft. says, he has no question with the woman, but with her husband ; but acknowledges that he has issued the arrest in Fort Orange without any legal pleading, because his negro worked 16 months for Joresy, who had promised the negro, in addition to free board drink and maintenance, to furnish him with a first quality cloth suit, a hat, four shirts, stockings and shoes in proportion, and that, on the contrary, the negro was returned in worse supply than he was delivered in. Demands reparation therefor. Georgy's wife maintains, on the other side, that the negro had a proper outfit and had also given him a coat which cost 18 gl. and now offers to give, not to Jan Cornelis<sup>d</sup> but to the Negro cloth for breeches and 2 shirts, 1 pr. stockings and shoes, acknowledging

to owe only 4 gl. to Jan Cornelissen. Parties being heard the Court declared the aforesaid arrest invalid, and having further examined the pleading and also the declaration of Hendrick Pietersen van Hasselt, relative to the claim as to the Negro, have dismissed Jan Cornelissen Clyn's demand thereupon ; merely condemning Georgie to pay the gl. 4, which he owes.

Jan van Leyden, pltf. v/s Lambert Huybertsen Mol and Andries Hoppen, defts. Pltf. demands, that defts. declare before the Court what passed on the 30<sup>th</sup> June between him, Jan van Leyden, and Webber's wife. Lambert Huybertsen Mol declares, that he heard they had words, but not what sort. Andries Hoppen declares, that he heard the wife of Wolfert Webber scold, without knowing precisely the terms and that Jan van Leyden said—Go into the house, you Slut !

Jan van Leyden, pltf. v/s Jan Schryver and Christiaen Antonissen, defts. Pltf. demands, that defts. declare what passed between Wolfert Webber's wife and him, Jan van Leyden, on the 2<sup>nd</sup> July and 2<sup>nd</sup> August last.

Jan Schryver declares, that Webber's wife sat before her door ; that Jan van Leyden came past in the evening and that Webber's wife abused him in these words :—You squint-eyed villain ! and other insults which were unbecoming.

Christiaen Anthony declares, that on the evening the Burghery marched he came from the Fort sorely fuddled and does not properly know, what passed between Jan van Leyden and Webber's wife ; but he saw, that Jan van Leyden was at Webber's place in words with Webber's wife, whence he went with Jan van Leyden to Beekman's.

Jannetie Hamel, wife of Nicolaes Martensen, declares in Court, at the request of Wolfert Webber's wife, that, coming about 14 days ago, in the evening, past the door of Webber with Jan van Leyden, she said Good Evening ! Then Jan van Leyden said Good evening, Madame van Vincken ; whereupon words ensued—Jan van Leyden said—"Whore ! The Gunner's whore ! For 12 English Shillings, thou hast served him ; the cows thou hast, thou has earned by adultery," and went further, without witness having heard or seen any thing else.

Ordered by the Court that the Officer shall take further information in the case, and then institute his proceedings on the next Court day.

The officer Corns Tienhoven, pltf. v/s Borger Jorissen, deft. As Borger Jorissen was condemned on July 7 last to pay the costs of two extraordinary Court Sessions and remains in default to the present time, the officer requests that authority be granted for execution. Deft. Borger Jorissen promises to pay the judgment of the Extraordinary Sessions when he knows how much. The Officer institutes still further actions, whereupon it is ordered, that if he had any further actions, he should institute the same in writing and allow the deft. to justify himself against them.

Jochem Beekman answers in writing the demand of Willem Jansen entered on the last Court day, whereon was endorsed :—Copy hereof shall be furnished the opposite party to reply thereunto by the next Court day.

Whereas you, Sieur Schut, have not as yet obeyed the order of the 1<sup>st</sup> March and 12 April, you, therefore, are once more fully warned through the Court Messenger charging you without further delay promptly to observe the same, on pain of further disposition being taken therein. Done in Court of the Burgomasters and Schepens this 16 August 1655 at Amsterdam in New Netherland.

Tuesday morning, 17 August 1655. In City Hall.

Present—the Heeren Allard Anthony, Oloff Stevensen, Johan Nevius, Johan d'Peyster, and Jacob Strycker.

The Burgomasters and Schepens assembled this day to open a certain letter received by the Ship, *the Balance* of Amsterdam, the superscription of which was :—*Honorable, Upright, Faithful the Burgomasters and Schepens of the City of New Amsterdam in New Netherland.* Which was done in the aforesaid Assembly, and further, the Secretary was ordered to read the same.

Copy.

Honorable, Worshipful, Upright, Beloved, Faithful.

As good governments are bound to take care that their lands, cities and people be freed and protected, as much as possible, from violence and injury on the part of foreign enemies and neighbours, so is it the duty of a good commonalty to assist in defraying the common burthens which were contracted and incurred for maintaining themselves therein. It behooves your Worships to know what pains and expenses we have incurred, ere that city was placed in such a posture ; notwithstanding which, Your Worships have, up to this time, failed to procure any subsidies for

this purpose from the Commonalty there. Inasmuch as that is contrary to the maxims of all well regulated countries and cities, and in especial opposition to the government of this city, it becomes now necessary in this present conjuncture of time and circumstances, that herein no further postponement be made, unless we are content to behold the ruin of this state, now of such good promise. Wherefore we being obliged to consider some means of supply, have thereunto resolved, concluded, and established the following taxes, namely :

On each morgen of land, yearly . . . . . Ten stivers ;

“ “ head of Horn Cattle, yearly . . . . . Twenty stivers ;

From the rent of houses the Twentyeth penny ; also yearly. And though this our order shall be more fully made known to you by Our Director General and Council, as we have, according to their office, absolutely authorized these in all this matter, yet we have considered it also necessary to enjoin this specially on your Worships, with serious and earnest recommendation not only to set a good example to the commonalty in contributing the aforesaid supplies, but also to encourage them therein, and even, if necessary and should they refuse, to enforce the same, and cause them to be executed ; for such we find to be for the best advantage of the State ; whereunto then we confide.

We have, heretofore, consented and conceded to your Worships the receipts of the excise on beer and wine to pay therefrom the public and other charges communicated to your Worships by our Director and Council there. But in the meanwhile, we observed that the proceeds were not so applied, but were employed, by your Worships or your predecessors, to treating and despatching one Le Bleeuw and other private matters, to the injury and discontent of the Company. We have therefore thought proper to inform your Worships hereby that we have resolved and concluded to place the receipts from the aforesaid revenue again in the general treasury of the Company, by which you will govern yourselves.

Worshipful, upright, beloved, Faithful, we recommend your Worships to God's holy protection and remain

Your Worships' Good Friends,

The Directors of the West India Company, Chamber at Amsterdam,

Eduard Man, Isaack van Beeck.

Amsterdam, this 26<sup>th</sup> May, 1655.

To the Burgomasters and Schepens of the City New Amsterdam.

Friday, the 20<sup>th</sup> August 1655. In the City Hall.

Present—the Heeren Oloff Stevensen, Johan Nevius, Joh. de Peyster, Jacob Strycker and Jan Vinje.

On this date the Burgomasters and Schepens assembled to open a certain letter delivered from the Honorable Director General and Supreme Council the superscription of which was :—*Worshipful, right beloved Schout, Burgomasters and Schepens of the City of Amsterdam in New Netherland*—which was done in the aforesaid assembly, and therein is found the letter for Proclaiming a day of Fast and Supplication, which was published from the City Hall after previous ringing of the bell. The following is the letter and the proclamation of a day of fast and supplication.

Copy.

Worshipful, right beloved :—

Considering, on the one hand, God's manifold mercies and benefits which in His bounty He has from time to time, not only exhibited but also continued to this budding Province ; and on the other hand, the resolution and order of the supreme authority of this Province adopted and executed for the further benefit and security of this Province ; We, the Director General and Council of this Province have, above all things deemed it necessary to order and prescribe a General day of Fasting, Prayer and Thanksgiving, which order we hereby send to your Worships according to the form of Our Fatherland, to the end that it shall be proclaimed and observed in your Worships City, we are and remain

Your Worships' good friends,

The Director General and Council of New Netherland

P. Stuyvesant

By Order of the Hon<sup>ble</sup> Direct<sup>r</sup> General and Supreme Council of N. Netherland

Cornelis Van Ruyven, Secretary

Done, Amsterdam in N. Netherl<sup>d</sup> 18<sup>th</sup> Aug. 1655.

To the Schout, Burgomasters and Schepens of City Amsterdam in N. Netherl<sup>d</sup>

Copy.

Honorable, Right Beloved :

Considering on the one side the manifold mercies and goodness of God which His bounty, from time to time not only hath exhibited, but

also continued to this young budding Province, whereof there have been no few proofs—the sudden and unexpected changing of a dreaded war into an acceptable peace vouchsafed unto us last year, since which time God's mercies and blessings have not failed us, neither in our outgoings nor our incomings, nor in the departure nor return of divers vessels and persons wherein the good people of this Province were, generally, interested; Whereunto is also to be added God's blessing, generally, in the advancement, prosperity, and settlement not only of the State, in general, but also of each individual in particular, which ought to move every one to grateful acknowledgment and thankfulness, sensible that this, alone, is the right key to open unto us the further treasures of God's merciful favor and blessings.

Considering, on the other hand, the resolution and order of the Supreme Magistracy of this Province to be undertaken and executed under God's guidance for the further benefit and security of this Colony; whereunto then, first of all, God's especial blessing, aid, and countenance should be, with humble heart and earnest prayer, besought; the Director General and Supreme Council of this Province have, before all things thought necessary to ordain and prescribe a day of general Fasting, Prayer and Thanksgiving which shall be observed every where, throughout this Province, on Wednesday next, being the 25<sup>th</sup> of this Month of August, in the fore and afternoon of that day, publicly to preach at the usual place, God's word, after hearing which to laud and praise the All-good God for His general and particular blessings, favors and benefits exhibited and continued towards this Province and the good people thereof; on the other side, to pray God with humble hearts that he would please not only to continue the same, but also (which is the principal object of this Order) especially to beseech the Good God to bless the projected expedition, solely intended for the greater security and advancement of this Province; to prosper it for the honour of His name and to bring it to the wished for issue, considering that all undertakings, counsels, and projects are idle and vain which have not God's Holy blessing. Therefore the Servants of God's word are requested to form Texts, Prayers and Thanksgiving to this purpose, and all subjects professing the Reformed Religion are charged to attend the same, at the appointed time, at the place where God's word is usually preached in order, with

each other, to praise and thank the Allbeneficent God for received gifts and to pray for his blessing as well over the country and good people thereof in general, as especially over the proposed expedition. Likewise that He would please to take under His Merciful Protection the Director General, Councillors, and other High and Inferior Officers with their Men and Ships, and their undertaking in such wise to bless that all may result to His holy name's honor ; to the establishment of his holy Gospel and to the advantage of this province and the good People thereof. For the better observance and attention thereof, the Director General and Council forbid all common business on that day, such as ploughing, sowing, mowing, fishing, hunting etc., as well as all games of tennis, ballplaying, tapping, and drinking on pain of arbitrary correction. This done in the Assembly of the Hon<sup>ble</sup> Lords Director General and Supreme Council, holden in Fort Amsterdam in New Netherland the 16 August. 1655

P. Stuyvesant

By order of the Direct<sup>r</sup>. Gen'l and Supreme Council of New Netherl<sup>d</sup>  
Cornelis Van Ruyven, Secty

Monday, 23 August 1655. In the City Hall

Present—the Worshipful Heeren Allard Anthony, Oloff Stevensen, Johan Nevius, Joh. D' Peyster, Jacob Strycker, and Jan Vinje.

Pieter Jansen, Gunner, pltf. v/s Capt Edward Scarborgh, deft. Pltf. says he served 14 months on board deft's ship. Requests, therefore, that he be condemned to pay the balance of his wages @ 40 English Shillings  $\text{p}$  month and to discharge him from service, according to his former request. Deft Scarborgh acknowledges, that Pieter Jansen served 14 months on board his ship at 40<sup>s</sup>/ the month, but that he has received £10. and nine pence thereon, complains that his crew have all absconded, and the pltf. is bound by articles to assist to bring the ship back to Old England or any part of Europe, requesting that he, therefore, shall be constrained to complete his time and service, and as there is no doubt, but he will run away, he prays, that pltf. shall be placed in confinement. Pltf. denies, that he signed the articles ; he acknowledges having received £10. 9 pence on a/c of his wages. Parties having been heard by the Court, their Worships condemn deft. Scarborg to pay to pltf. the balance of his 14 months earned wages amounting to the sum of 215 gl. 11s., here

within the term of three days. Regarding the service of the aforesaid Pieter Jansen, the Court decide, in consequence of the order communicated from the Hon<sup>ble</sup> Direct<sup>r</sup> General, that the said Pieter Jansen shall be discharged his service, as he intends to enter the public service.

Copy :

Worshipful, prudent, Right discreet Lords :—Whereas the Country requires men for the present expedition and the bearer, a Dutchman, who has long served the Lords States General, has offered his services, were he to receive his arrears from Mr. Scarborough ; pursuant to right and justice your Worships are requested to favor him with quick dispatch according to law. As for his service, he is hereby discharged therefrom, according to the custom even of English law, to enter with ourselves on board our ships. Wherewith recommending your Worships unto God's protection, we remain your affectionate friend,

P. Stuyvesant

Done, N. Amst<sup>m</sup> 23, Aug. 1655.

Claes van Heyden pltf. v/s Wybrant Jacobsen, deft. M<sup>r</sup> Scarborough appeared in place of Wybrant Jacobsen, who is sick. Pltf. demands payment for 3 months and 3 weeks wages earned in deft's bark, and that @ 18 gl. per month, payable in tobacco at 2 stiv per lb, which was agreed to on the voyage and promised to be paid here. Scarborough denies, that deft. is bound to pay here in tobacco at 2 stiv. per lb., but in Virginia, where he can receive his pay. Offers to pay him here at 18 gl. the Month in Seawan, or in tobacco at the rate current here, being 6 stivers per lb. Pltf. offers to confirm under oath, what he has already said, which is agreed. It is for reasons decided by the Court that Wybrant Jacobsen shall appear, if possible on next Court day in person, or otherwise be held to declare in writing, what the tenor of their contract is.

Warnaer Wessels, pltf v/s Fredrick Lubbersten, deft. . Pltf. makes known, how he gave deft. a bill of exchange for gl. 600. and it was afterwards agreed, that he should receive goods for the aforesaid monies ; and whereas now some goods have arrived on a/c of the bill of exchange, and he has not received them according to invoice, requests that Fredrick Lubbertsen shall deliver the same, as they were at his risk. Deft. appeals to his competent judge, as residing under the jurisdiction of Breuckelen ; but as it is a case of arrest says that not he, but the pltf. received and opened the goods and does not know, what is missing—only

[illegible][illegible]

See Kriegsmann, 700 F. 2d 1131 (1st Cir. 1983). Plaintiff, Jensen, Grunner, Def. Plaintiff demanded payment of \$20,000 in cash received during his sickness. Def. acknowledged the debt. The Court condemned the defendant to pay plf. within 30 days from date.

Christina Hendrix van Briel, plf. v s Jacob van Conwenhoven, del  
leed. in delacht.

Thomas Nisum, plff. v/s Henry Jackson, deft. Deft. in default. Plff. moves for the arrest issued here against deft's sloop on account and for the payment of wages earned at his mill at Onkeney [Fairfield] Requests that the same be declared valid. The Court finding that deft. is in default, therefore declares the arrest to be provisionally valid in favor of van Conwenhoven, and orders him again to summon deft. therewith.

**Jan Cornelissen, pltf. v/s Anthony Jansen van Vaes, deft. Pltf. say**

his brother served the deft. three years, and as he has now been three weeks out of his employ, requests that deft. be ordered to pay him what is belonging to him, asking that arrest be orderd for this purpose against the person of the deft. Deft. promises to pay whatever balance he owes, not to pltf., but to him, who has earned it. Requests copy of the demand, to answer pltf. thereupon. The Court declared the arrest invalid and ordered pltf. to pay his servant, what is due to him.

Lycas Dirksen, pltf. v/s Hend'k Hendricksen, Drummer, deft. Deft. in default.

Cornelis van Lanckvelt, pltf. v/s Hend'k Gillisen Wageman, deft. Isaack Kip appears as attorney for and in the place of the defendant. Pltf. says, that as deft. is not himself, present, he cannot prove his action. Wherefore the cause is postponed until the arrival of the Deft.

Heyltie 't Havens, pltf. v/s Tryntie Pietersen, deft. Case of insults. Pltf. complains of deft. Deft. denies the same, and complains of the pltf. Wherefore the Court orders parties on both sides to prove their complaints and statements.

Skipper Meyndert Louwerensen, pltf. v/s Willem Pietersen, deft. Pltf. says that a hogshead of tobacco which was delivered to him by Mr. Scarborgh from M<sup>r</sup>. Allerton's quay [wharf], was taken away by W. Pietersen. Requests restitution of his hhd. and tobacco. Deft. acknowledges to have received with N. Bout a hhd. of tobacco, which was delivered by M<sup>r</sup>. Scarborgh, without the knowledge of the skipper or any other person. Parties having been heard, deft. Will<sup>m</sup>. Pietersen was ordered to return to pltf. his hogshead of tobacco, he Will : Pietersen having his action and redress against Mr. Scharborgh, who is bound to make good and restore the same to him.

Andries Hoppen, pltf. v/s Jan Cornelisen and Gerrit Pietersen defts. Pltf. demands payment of a balance of fl. 96. being the purchase of a boat according to handwriting. Defts. acknowledge the debt, but inas-much as they are commanded, with other old soldiers, to proceed on an expedition to the South, they declare themselves unable, for the present, to pay, but they leave the aforesaid boat here as security for pltf. Parties being heard, the Court grant unto the defts., in consideration of their expedition to the South, time to pay until their return. In the meanwhile pltf. shall have his guaranty and hold, for the present, on the aforesaid boat.

Jan Lambertsen, pltf. v/s Lysbeth Pietersen, deft. Deft. in default.

Harmen Harmensen Gansevoort, pltf. v/s Pieter Pietersen Waterhout, skipper of the ship, the Amsterdam, deft. Pltf. demands delivery of his goods, which he has in said ship, as Willem Beeckman stands bail, or is ready to make payment. Deft. says, he has not refused him the property, being only his chest, but demands first payment of gl. 50. being for passage and board, in beavers at five guilders each, as pltf. agreed under signature with the owners. Pltf. says, he did not know the price of beavers here and that he inconsiderately signed the handwriting. The Court decides, that Pieter Dircksen shall let the goods go, as Will : Beeckman is security for the payment, and postpones [the matter] to the next Court day.

The petition of Jan Willemsen Iselsteyn van Leyden, being under arrest, being delivered to the Court, and his request being heard, is postponed until to-morrow when a meeting shall be held thereon.

Cornelis Schut requests by petition, that their Worships will please to grant him a little time to remove his salt from the City Hall. Whereupon was endorsed :—The Petitioner is referred to the previous resolution and ordered to remove the salt, within three days from the City Hall.

Andries Hoppen, Pieter van Linde and Jan Hackins appeared in Court relative to three hogsheads of tobacco, which P. Linde, as Inspector, certified for Jan Hockins as good and being delivered to Andries Hoppen are found not to be cured tobacco. Request the Court to decide at whose charge the loss is to be. Peter Linde as Inspector says, that he being requested, on the 26 June last, by Jan Haeckins to inspect some tobacco ; of three hogsheads he inspected two, which tobacco he declared, according to his instructions to have examined and inspected, without having found therein any deceit ; the said tobacco remained in the possession of the aforesaid Hagins until the 29<sup>th</sup> @ 30<sup>th</sup> June, but what occurred since in the packing or changing is unknown to him. Jan Hakins says, the hogsheads of tobacco were not changed nor a hammer nor hand laid on them. The aforesaid case is postponed by the Court until the morrow, when they shall again assemble.

Abram Verplanck presented a written petition relative to the judgment against Allard Anthony.

Allard. Anthony requests, the Court will be pleased to delay its decision until to-morrow when he shall have something to ask in this matter by respectful petition. Wherefore it was postponed until morning.

Extraordinary Meeting holden on Tuesday the 24 August. 1655  
In the City Hall.

Present the Worshipful Heeren Cornelis van Tienhoven, Allard Anthony, Oloff Stevensen, Johan Nevius, Joh. d'Peyster, Jacob Strycker, Johan Verbrugge.

Leendert Leendertsen pltf. v/s Jan Hackins deft. Pltf. states that deft., late skipper of a bark in Virginia, had words with his crew and commanded him, pltf. who was navigating hither to weigh the anchor. He refusing, because his people would not act, the deft. dragged him in the evening ashore at a point, where wolves and other wild beasts resorted, and might have destroyed him; and as he took away with him whatever he had on board, being a pack of clothing, a new coat, a pair silk hose, a new shirt, a silk cravat, two knives, and the canvas bag besides, with two rolls of tobacco, requests restoration of the property and that the Court would consider, how he had been cast ashore, by night, worse than any enemy ever was, and be pleased to punish deft. as he deserves. Deft. acknowledges, that he set the pltf. on shore, but on a proper place, because he was instigating his crew to mutiny; and as to the few things belonging to pltf. on board, when they came to Boston, they were opened and found to be a pair of breeches with a waistcoat, a half worn coat with a pair of silk hose, but no shirt, no cravat, no knife, no sack or tobacco as pltf. said. And says, that on his arrival at Boston, he was arrested, thro' the Agent of Leendert Leendertsen, by the Marshal, and entered bail of £ 30 stg. thro' Joch Hackins, and as no Court was then sitting, he knows not what has been done in the matter. Claims still from Leendert Leendertsz. 150 lbs. tobacco, apart, for which the goods are kept. Pltf. Leendert Leendertsen denies owing 150 lbs of tobacco to Jan Hackins, also expressly that he authorized any person to make any demand on Hagins; Asking for the clothing abovementioned kept on board the bark. fl 150. Deft. being heard thereon says, that the retained goods were scarcely worth £5., but offers to enter bail here for pltfs demand, and undertakes to prove, within 6 weeks, that Leendert Leendertsen had an attorney at Boston and what he must pay there.

The Court of the City of Amsterdam having heard the demand and answer of parties, and there being no proof, have condemned deft. Jan Hackins, according to his offer, to produce proof, within 6 weeks from Boston as to what and how much authority Leendert Leendertsen gave

his attorney as well as how much he, Hackins, must pay said Leendert Leendertsen's attorney, and before his departure hence to enter sufficient bond for the claim of Leendert Leendertsen in the sum of £ 55 sterling. Done etc.

Heer van Linde appears according to order of 23 August in Court relative to the inspected witness in question, and says he understands, that the said witness remained with the heading open 3 or four days after he had inspected it and therefore may well be changed. Ordered to prove the same.

Warner Wessels appeared in Court on the matter in dispute with Fred'k Lubbertsen, requesting that as he offered to declare that, as he did not receive any more goods, that are on his invoice, Fredrick Lubbertsen shall be obliged to do the same, when he, according to contract, is to satisfy him for the balance by exchange on Holland. Therefore the matter was postponed to next Court day.

Allard Anthony exhibits a certain request, wherein he finds himself aggrieved by the judgment pronounced by the Court between him and Abram Verplanck and says the judgment conflicts with our laws, requesting therefore a rehearing—Whereupon was endorsed—Whereas it has not been shown to us with what laws our pronounced opinion conflicts, and the same was rendered according to our best knowledge, we, therefore, persist therein, and adjudge that the same shall take full effect within three days.

Abram Planck petitions by request, whereas Allard Anthony will not obey the late sentence, that the property be removed from his house by authority of justice and force—Whereupon was endorsed: Party is ordered fully to execute the rendered judgment within three days from this: petitioner can hold himself in readiness to account for this cash and whatever else was entrusted to him.

Joh. Nevius requests by petition rehearing on the judgment pronounced by the former Court on the 18. Dec' 1654 in the case of his father in law Cornelis de Potter and Govert Lookermans. Case postponed until the next Court day.

The case deferred yesterday in the matter of the prisoner Jan van Leyden was also postponed until the next sitting, in consequence of the Schout C. van Tienhoven not having instituted, or not being prepared with his demand and action.

Monday, the 6<sup>th</sup> Sept' 1655. In the City Hall.

Present the W. Heeren, Cornelis van Tienhoven, Allard Anthony, Oloff Stevensen, Joh. Nevius, Joh. D' Peyster, Joh. Verbrugge, Jacob Strycker, and Jan Vingne.

Abram Verplanck appears in Court and requests by petition, that whereas Allard Anthony remains in default and does not obey the sentence of the former Court, orders shall be issued for executing the same. Allard Anthony exhibits certain writing granted by the Director General, wherein Burgomasters and Schepens are ordered to reconsider the documents in the case. Also not to grant any order of execution until further examination by the Director General and Council. Therefore is endorsed : Whereas Allard Anthony has obtained from the General an order staying execution of the late judgment until further revision by the Hon<sup>ble</sup> Director General and Council, petitioner must therefore regulate himself accordingly.

Copy.

To the Hon<sup>ble</sup> Burgomasters and Schepens of this City.

Represents with due respect Allard Anthony, that certain judgment of the 27<sup>th</sup> of July last has been handed him, in the matter between him and Abram Verplanck, by which aforesaid sentence he feels him deeply aggrieved as it is also contrary to our laws, and therefore requests your Honors will be pleased to take the same into reconsideration, not doubting, but the result will be found wholly different. This doing etc. Endorsement of the Worshipful Court :—Whereas it has not been shewn with what laws our pronounced judgment conflicts, and the same has been given according to our best knowledge, we, therefore, persist therein, and decree that the same shall take full effect within the term of three days. Done in Court the 24<sup>th</sup> Aug. 1655. Under Stood :—Whereas the Petitioner herein has handed to me, as President, the full Board not sitting in consequence of weightier affairs, the aforesaid request and the annexed endorsement, in the margin, whereby he, the petitioner finds himself not less aggrieved than by the judgment, and requires our assistance which cannot be quickly given in appeal by the Director General and Council because of the urgent expedition ; Burgomasters and Schepens are, therefore, hereby required to review the documents in the case ; Nay, to stay execution of the judgment according to their further endorsement of the

24<sup>th</sup> instant until further revision of the Director General and Council. Done, Amsterdam in N. Netherland, the 26<sup>th</sup> August 1655. Was signed,  
P. Stuyvesant.

Under Stood :—By order of the same,

Signed, Cornelis van Ruyven, Sec.

Dirck Teunessen pltf. v/s Jacob Clomp, deft. Pltf. says, the deft. removed 3 of his canoes from the wharf, and used the same on board [his vessel] and has allowed them to drift away ; requesting restitution of the canoes, one of which was laden with lime belonging to Willem Bentin. Deft. denies having removed any canoes from the wharf, but that one canoe with lime and two without lime drifted by his vessel, which he saw and brought to his ship ; they had drifted away from him by night, in bad weather, breaking the ropes. Claims damages because pltf. has arrested him with his laden bark here, offers to declare on oath and to prove, that the canoes drifted, that he saw them coming right athwart his vessel and that they were carried away at night from his ship. Asks, that pltf. shall prove his assertion. Parties were referred by the Court, inasmuch as there is no proof of their statements, to 'Thomas Hall and Laurens Corn<sup>e</sup> van Wel, who are hereby authorized to reconcile the parties touching their case ; otherwise to communicate their opinions in writing to the Board.

Pieter La Febre, pltf. v/s Jan Haeckins deft. In case of Arrest. Deft. in default. Pltf. sues for the arrest, issued against the person of Jan Haeckins, because and in fulfilment of certain stores, and complains that he, the aforesaid Jan Hackins has once before been arrested last June, and that he departed notwithstanding the arrest, requesting, therefore, that the arrest be declared valid. The said arrest was, in virtue of contempt, declared valid by the W : Court.

Nicholaes Meyer pltf. v/s Auke Jansen, deft. Both in default.

Hendrick Pietersen, pltf. v/s Grietie Cosyns, deft. Pltf. says, deft. made use of his horse, and rode thereon, and also let it stray in the woods. Requests, that she be condemned to search for the horse and deliver it to him when found, at her own expense. Deft. says, pltf's horse broke into her buckwheat, and as she wished to lead him from her land she sat on him and brought him to the Fresh Water, to prevent any further damage. Maintains that she is not bound to satisfy pltf's demand. Parties being heard, it was decided by the Court, that the deft. was justified to

bring the horse from her land to prevent damage. Wherefore pltf's demand herein is dismissed.

Gysbert van Imbroeck, pltf. v/s Thomas Swartwout, deft. In case of arrest. Pltf. demands payment of fl. 9.12. Deft. acknowledges the debt ; requesting delay until he shall have thrashed his grain. Pltf. demands, that bail be given, inasmuch as it is long due, and the payment becomes more valuable. Oloff (Van Cortlandt) promises to pay pltf. provided deft. deliver him the grain, or satisfy him with tobacco ; which deft. promised. Wherefore the arrest is removed.

Wyntie Roelofs, wife of Dirck Claesen Pottebacker, pltf. v/s Andries Hoppen, deft. Deft. in default. Pltf. complains, that deft. struck her in his house, and she exhibited some marks on her face in Court. Ordered by the Court, that pltf. shall make her complaint in writing to the Officer, with power another time to summon deft.

Johannes van Beeck, pltf. v/s Grietie Jansen, deft. Pltf. demands payment of fl. 51. for a piece of linen purchased by deft. from him now a year and a day since. Deft. acknowledges the debt and requests time until the return of her husband, who is at the South River. The Court condemns deft. to pay pltf. within two months from date.

Gabriel de Haes, pltf. v/s Nicolaes Meyer, deft. Deft. in default. Pltf. complains, that deft. came, about 14 days ago, to his house, and there forcibly assaulted him : requests justice. Ordered by the Court, whereas the deft. is a Burgher, that he be again summoned.

Isaack de Forest, pltf. v/s David Provoost, deft., says, he purchased now about two years since from deft. and paid for a certain rent charge, on the part of his wife, to be received in Holland, and as the same has been returned unpaid, and the said rent charge has been resold by deft. to another, and he is endeavoring to pay him by another of this year, so he requests payment of damages incurred by him through nonpayment. Deft. promises to deliver to pltf. the rent charge of this year in place of the preceding, and offers to pay him the damage he might have sustained thereby, according to the decision of arbitrators. With which pltf. is content. The Court commissioned Joh. d'Peyster and Sieur Govert Loockermans to reconcile the parties in their case, or otherwise to report their opinion in writing to the Board.

Claes Vander Heyden, pltf. v/s Edward Scharborgh, deft. Pltf.

complains, that he arrested Wybrants Jacobsen, who departed notwithstanding the arrest, and therefore requests that Scharborg, as his atty. be condemned, according to his demand, to pay him his earned monthly wages here in tobacco at 2 stiv. the lb. Edward Scharborgh answers. as herebefore, and demands, that pltf. shall prove, he promised to pay the tobacco at 2 stivers the lb. Pltf. says he can exhibit no proof thereof, save his own assertion. Parties being heard, the Court decided, that Claes Jansen shall be content with the payment of his monthly wages at 18 gl. per month here in tobacco at the market price, or to receive his tobacco in Virginia, according to his former offer.

Cornelis Steenwyck, pltf. v/s Pieter van Couwenhoven, deft. Pltf. asks payment of fl. 650. in good, whole merchantable beavers @ fl. 8. the piece, which was due on June 16, being monies disbursed on an obligation dated 21. August 1654, which deft. jointly signed. Deft. acknowledges the debt; requesting only his redress against Govert Loockermans and Dirck Van Schelluyne as attornies of Lyntie Martens, to whom he paid the money. Parties being heard, deft. was condemned to pay pltf. within six weeks from date.

Pieter van Couwenhoven pltf. v/s Govert Loockermans and Dirck van Schelluyne defts. Pltf. demands payment of fl. 670.15 being balance of a certain obligation. Dirck van Schelluyne appears in Court and promises, for himself and Govert Loockermans as attornies for Lyntie Martens, to pay whatever remains due on the obligation within 6 weeks from date. Parties being heard, defts. were condemned in their aforesaid quality, to pay pltf., for which purpose they were allowed six weeks from date—on pain of immediate execution.

Myndert Lourisen, pltf. v/s Nicolaes Boot, deft. Pltf. says, the deft. purchased, like others, at publick auction a negress, according to the conditions, for the sum of fl. 230. and as she died on the following day the deft. refuses to pay. Pltf. requests, that deft. be condemned to pay for the purchased and received negress. Deft. says, he had not the negress three hours when she died, and that she was made expressly drunk to conceal her sickness, and inasmuch as he was treated therein fraudulently, he requests, that he be freed from the aforesaid demand. Parties being heard the Court ordered deft. to prove his assertion by the next Court day.

Willem Pietersen, pltf. v/s Myndert Lourisen, deft. Pltf. says, that

deft. stated in his [house], that he had stolen, in a thievish way, the tobacco which he received from M<sup>r</sup> Scharborgh and drew from Allerton's Wharf. Requesting proof that he had dishonestly stolen the tobacco. Deft. acknowledges that he said, when he came to remove the hhd. of tobacco and it was refused him, that it was stolen from him ; but that Will<sup>m</sup> Pietersen had first struck him, whereupon the hogshead remained. Will<sup>m</sup> Pietersen acknowledges he struck him, because he accused him of being a thief. Parties being heard, the Court orders, that W<sup>m</sup> Pietersen shall, pursuant to previous judgment, deliver, within two days from date, the aforesaid tobacco, on pain of execution ; and should W<sup>m</sup> Pietersen have any action for the injuries he sustained, he may institute the same.

Whereas Borger Jorissen by the judgment of the Court dated 7 July 1655, in the matter with M<sup>r</sup> Atwater, was condemned in the costs of the two extraordinary Courts held by Burgomasters and Schepens, and having been summoned relative to the same by the Officer on the 16. August, promised the Court to pay the same, and remains to the present time in default ; he is hereby a second time ordered to hand the monies for the two extraordinary sessions to the Court Messenger, amounting to  $\frac{38}{100}$  fl. 76. on pain of execution. Done in Court this 6 Sept<sup>r</sup> 1655, in Amsterdam in New Netherland.

Whereas Jan Hackins in the matter with Leendert Leendertsen was ordered to bring proof of his statement from Boston, and since then has settled the said difference, without paying for the extraordinary sitting, which the Court held ; Therefore the Court orders the aforesaid Jan Hackins to pay for the aforesaid extraordinary session and in case of refusal, the Court Messenger is authorized to arrest him.

On the petition presented by Johan. Nevius on last Court day, wherein he requests a rehearing of the sentence of the Court in the case between Govert Loockermans as attorney of Pieter Corn<sup>s</sup> van Veen and him, the petitioner, as agent of his father in law, Cornelis de Potter ; Was endorsed :—Petitioner is granted a rehearing and ordered to produce his papers by the next Court day.

Wolfert Webber and wife being summoned to Court in the complaint against Jan van Leyden, appeared, and persist in their complaint previously entered, but have no further proof. Offer to confirm the same by Oath.

To the Worship<sup>l</sup> Burgomasters and Schepens of City Amsterdam in New Netherland :—

Jan van Iselsteyn, alias Jan van Leyden, summoned on complaint of François Fyn and the wife of Wolfert Webber, is detained, by virtue of your Worships warrant, in the City Hall. The complaint of Fr. Fyn is, that Jan van Iselsteyn struck him in the face, on the Highway near Daniel Litschoe's house, laid his hand on the hilt of his sword and threatened the aforesaid Fyn with harsh words, he Jan van Leyden being drunk. Proceeding to and arriving at Wolphert Webber's house and residence, the aforesaid Iselsteyn gave his wife very abusive language, leaped over her fence and struck her on her own ground, as she says, and she shews on her cheek black patches, which the woman states, she received from Jan van Iselsteyn in his anger, on her own ground and within her fence. Moreover, the said Jan van Leyden very sorely threatened the above-named woman. The first assault committed on Capt. Fyn on the Highway, as appears by the marks on his face, and the threats used toward him cannot be suffered or tolerated in a country, where justice is in vigour, but for the preservation of peace such insolent and disorderly people must be punished ; and whereas all, or the major portion of, the good inhabitants know of old, that the aforesaid Jan van Iselsteyn is a troublesome and quarrelsome person, whereof abundant proof can be produced, and therefore the complaint of Wolfert Webber's wife is more credible, the Schout requests, that the aforesaid Jan van Iselsteyn, for his public assault, insults, blows, violence and threats committed on the Highway on Capt. Fyn and the foregoing, shall be banished out of this jurisdiction of the City of Amsterdam in New Netherland, and shall, moreover, be condemned to pay a fine of one hundred Rix dollars to be applied as may be proper, with the costs and *mises en Justice*. This 6<sup>th</sup> Septemb<sup>r</sup> 1655. Amsterdam in New Netherland, was signed

Cornelis van Tienhoven.

Advices and consequent conclusion on the demand of the Schout against Jan van Leyden.

The advice of Allard Anthony is :—That Jan van Leyden shall, for this time, be excused from banishment, on condition that he shall ask pardon of the Court and promise to behave himself, henceforth, as an honest man, and further, pay the costs of this trial.

The advice of Oloff Stevensen :—That for this once Jan van Leyden shall be discharged on payment of all costs, with a warning that on the recurrence of the first offence, he shall be banished and punished as he shall deserve.

The advice of Johan. d' Peyster : That Jan van Leyden shall pay for his confinement and release, and to the Officer, in addition, the sum of fl. 50. and then be immediately released from prison and freed from banishment.

The advice of Johan. Nevius. Joh. Nevius advises, whereas divers complaints have been entered against Jan van Leyden, and the *Fiscal* has made his demand, that Jan van Leyden ought to be condemned in a fine of one Hundred Rix dollars, and not banished.

The advice of Joh. Verbrugge, is :—Whereas what Webber's wife has accused him of cannot be proved, but only his fault, that he be liberated on payment of costs, and not banished.

The advice of Jacob Strycker is :—That Jan van Leyden shall pay his board and the jailor's fee and then be liberated.

The advice of Jan Vigne is :—That Jan van Leyden shall pay one hundred dollars and be exempt from banishment.

Conclusion and sentence : Whereas Jan Willemsen Iselsteyn van Leyden residing on the island of Manhattans, within the jurisdiction of the city of Amsterdam in N. Netherl<sup>d</sup> is detained in the City Hall, on the complaint of François Fyn and Wolfert Webber's wife made in Court, at the request of Cornelis van Tienhoven entered in his quality as Schout of this City, because he, Jan van Leyden, struck the said François Fyn, on the face on the Highway, laid his hand on the hilt of his sword and threatened him : also, because he used abusive language towards the wife of Wolfert Webber, jumped over her fence, and struck her on her own ground—Therefore the Burgomasters and Schepens of the City of Amsterdam having heard and examined the complaint and demand of the officer, the confession and defence of the prisoner with the proofs appertaining to the case, have condemned the said Jan Willemsen Iselsteyn, as their Worships by plurality of votes hereby do, that he, Jan Willemsen Iselsteyn, shall appear in Court and there, with uncovered head, beg of God and Justice pardon for his aforesaid crimes, and promise to henceforth comport himself in peace and quietness without molesting any one touching the aforesaid complaint ; or in default hereof, that he, without any

ment, shall, on the first complaint, be punished as it shall behoove, and be moreover banished out the jurisdiction of this City: and that he Jan Willemsen shall acquit and pay the costs of his imprisonment and this trial. Thus done, sentenced in aforesaid session this 6<sup>th</sup> September 1655, at Amsterdam in New Netherland.

6 Sept. Methie Wenseis arrests the person of Jan van Daalen.

ditto. Pieter La Febre arrests the bark of Jan Hackins.

7<sup>th</sup> Sept. Hendrick Gillisen Wagenaar releases the person of Isaac Kip, who was bail for the claim of Corne' van Landveek, to answer in the suit of said person.

On the 8<sup>th</sup> Sept' 1655. At the house of Allard assembled Cornelis van Tienhoven, Allard Anthony, Oloff Stevensen, and Joh: Nevius.

The matter in question of Pieter Dircksen Waterhout, skipper of the ship *New Amsterdam* and Harmen Harmensen Gansevoort relative to the payment of the board of said Harmen Harmensen from Holland hither. The case being taken further into consideration, the Court decided, whereas Harmen Harmensen by handwriting and signature bound himself to pay beavers here at five guilders a piece, that he shall do the same according to his signature, whereunto he is hereby condemned without, however, this making, in other circumstances, any change in the price of beavers here. Thus done and ordered in the Court aforesaid. Done etc.

9<sup>th</sup> Sept' Solomon Abelsen arrests the person of Herbert Herbetsen Cruyff.

11<sup>th</sup> ditto. Thomas Stevensen arrests the person of Thomas Reed.

Monday, the 13<sup>th</sup> Sept' 1655. In the City Hall.

Present the W. Heeren Allard Anthony, Oloff Stevensen, Joh. Nevius, Joh. d' Peyster, Joh. Verbrugge, Jacob Strycker, and Jan Vigne who came half an hour too late; and the H<sup>l</sup> Tienhoven absent, who promised to pay the fine.

Gabriel de Haes, pltf. v/s Nicolaes Meyer, deft. Pltf. in default.

Rutger Jansen, pltf. v/s Pieter Jansen, deft. Deft. in default. Ordered that he be again summoned.

Johannes Withart, pltf. v/s Rynhout Rynhoutsen, deft. Deft. in default. Pltf. sues for the arrest, issued against the deft., for what is coming to him from Hend<sup>h</sup> Jansen Smith according to judgment of the Court, and

is still unpaid. Requests that the arrest shall be declared valid. The Court declared the said arrest valid, conformably to judgment, in consequence of the contempt.

Allart Anthony, pltf. v/s Joh. Withart, deft. Pltf. demands payment of a balance of fl. 344. 8. for freight in the ship Peartree. Deft. offers to pay the freight according to custom, but requests to deduct 20  $\frac{1}{2}$  cent. like other merchants, according to instructions of his principal. Burgomasters and Schepens refer parties to Sieur Pieter Corn<sup>e</sup>. van Veen and Pieter Jacobsen Buys, to examine the papers and case of parties, and if possible to make them agree, or otherwise to communicate their opinion in writing to the Court.

Cornelis van Langvelt, pltf. v/s Hendrick Gillisen Wageman, deft. Jan Geraerdy appears in place of the pltf. and whereas he says he has no power of attorney to act in this case; solely a verbal order and that his partner is absent, the matter was postponed, until the arrival of the aforesaid Corn<sup>e</sup>. van Langvelt or authority from him.

Willem Pietersen, pltf. v/s Jacob Jacobsen, deft. Deft. in default.

Pieter Cornelissen Van Veen and Paulus Leenderts vandie Grift pltf. v/s Johannes Nevius, as attorney for his father in law Cornelis d' Potter deft. Pltf. demand payment of a balance of fl. 580 according to a/c being  $\frac{2}{25}$ <sup>th</sup> part of the ship *the New Love*. Deft. Joh Nevius denies, that his father in law had the  $\frac{2}{25}$  part or share in the ship the New Love but was a partner only for the sum of 300 fl. which pursuant to his instructions he offers to confirm by oath. Pltf. undertake to prove that Sieur d' Potter was bound for the  $\frac{2}{25}$  part or share. Parties being heard, Pieter Cornelis van Veen *cum sociis* were ordered to prove, by next Court-day, what share Sieur Cornelis d' Potter hath acquired in the aforesaid ship, the *New Love*.

Willem Pietersen, pltf. v/s Myndert Lourensen, deft. Pltf. requests, as before, that deft. shall prove that he dishonestly stole the hhd. of tobacco, as he asserted. Deft. demands, that pltf. shall institute his action in writing and give copy thereof, to answer thereunto. Andries Jochemsen being heard in Court at the request of W<sup>m</sup> Pietersen, declares that he heard Myndert Lourensen say that he, who drew the tobacco has stolen the same like a thief. Copy hereof was by the Court granted to the deft. to answer thereto on the next Court day.

Pieter Le Febre, pltf. v/s M<sup>r</sup> Isaek Allerton, deft., demands payment of M<sup>r</sup> Allerton, as security for Richard Peel, whom he had arrested here, for a cable, which Richard Peel had purchased for the use of his Bark from him, pltf., also his commission for selling certain goods. Deft. requests delay, until he shall have received authority from M<sup>r</sup> Bryn, and says the cable was sold at 10 stiv. the lb., and that he promised only 5 per cent. commission. The case in dispute is postponed to the next Court day and parties are ordered to make out their a/cs in the meantime and then to exhibit the same.

Solomon Abelsen, pltf. v/s Herbert Herbertsen, deft. Both in default.

Allard Anthony retires from Court in consequence of urgent business.

Jan Hackins, pltf. v/s Jacob van Couwenhoven, deft. The pltf. demands paymands of 1150 fl. on account of a promissory note, dated 1st July 1655, payable in beer and distilled liquors. Deft. says his beer is ready. Pltf. denies, that the beer is ready, and enquires if it be allowable to mix strong with small beer, and says the beer is not fit to be removed. Couwenhoven denies the same, and requests the Court to be pleased to test the same, after adjournment of the session and then decide. Parties being heard, Jacob van Couwenhoven was ordered to pay pltf. the residue according to contract and obligation ; And the beer having been tested after the adjournment of the Court, the same was pronounced good. The pltf. was, therefore, ordered to receive the same.

Willem Pietersen de Groot, pltf. v/s Jacob Stoffelsen, deft. Pltf. in quality of attorney for his father in law Hend<sup>k</sup> J. Patervaer according to procuration dated 20<sup>th</sup> Oct<sup>r</sup> 1654 passed before Notaries and witnesses at Alkmaer, demands to be informed by what authority deft. arrested the monies deposited by him in the hands of Jan J: Schepmoes. Deft. says he arrested the monies because he and Patervaer in company had purchased of M<sup>r</sup> Jacob the Surgeon some goods to the amount of fl. 400, for which they signed a note, which still remains unsettled and unpaid : And also because he was security for Hend<sup>k</sup> Jacobsen Patervaar for the received prize goods. Requests, inasmuch as he has not at present his papers to prove the same, that the case be postponed until M<sup>r</sup> Jacob shall arrive from the South, and that the Court shall be pleased to declare

aforesaid arrest valid. Parties being heard the Court pronounced the said arrest valid and Jacob Stoffelsen was ordered to produce the obligation and proofs which he says he has.

Pieter Le Febre, pltf. v/s Jan Hackins, deft. In case of arrest. Pltf. demands payment of fl. 88. 5. being commission on a cargo of tobacco, which he disposed of for deft. and for goods he received, being 4 per cent on the proceeds. Deft. denies having employed him, or promised him a salary. Demands proof. Johan. Withart appeared in Court and declares at the request of La Febre in presence of Hackins, that he had heard Jan Hackins say, he would satisfy Sieur Pieter La Febre and pay him, because he sold his tobacco and stored his goods, and he, La Febre, was, to his knowledge whole days busy in selling the tobacco, making a trade and receiving barter therefor, without knowing, however, how much Hackins promised him. Parties being heard, the Court decided and condemned Jan Hackins to pay pltf. the sum of Five and Forty guilders for his time and trouble. Therefore the arrest was declared valid, until pltf. shall be satisfied therefor.

Tomas Stevensen, pltf. v/s Tomas Reedt, deft. In case of arrest. Pltf. demands payment of fl. 78. for monies disbursed ; namely, fl. 76. to Sieur Schellinger and 2 gl. to himself besides. Deft. excepts, and says : Whereas he and the pltf. reside in the jurisdiction of Middleborgh,\* he is not responsible here ; but answers, that Thomas Stevensen with four others being bound to pay for a church,† which he has constructed there, he has not been able to obtain his pay to the present time. Requesting in such case, satisfaction also. Parties being heard, the Court, (inasmuch as they both reside within the jurisdiction of Middleborgh, and as the said Court can arrive at a better understanding of their affairs in question) refer the parties to their aforesaid tribunal, and accordingly declare invalid the arrest served by the pltf. on the person of deft.

Jan Hackins appears in Court to make known, that he had 2 ankers of wine and 1 pc. of linen at the house of Teunis Kraey, which were arrested there by Pieter Linde, and whereas the said P. Linde has not instituted his action, as he ought to have done, nor sued out an attachment, but allowed the same to remain, and he is now about to depart ; there-

\* Now, Newtown, L. I.

† For an account of this church see Riker, *Hist. of Newtown, L. I.*, p. 40.

fore he, complainant, requests, that the Court shall declare the arrest invalid. The W. Court having heard the aforesaid request, and as it does not appear that any legal proceedings have been taken on the issued arrest, the same was dismissed, and petitioner was authorized to remove his goods. Done etc.

Dirck Claesen, pltf. v/s Andries Hoppen, deft. Pltf. demands payment of fl. 120. for sold earthenware, for which he had promised to pay on his return home from the North ; whereupon he manufactured the same. Deft. acknowledges to owe fl. 110. and says he agreed to pay according as he had sold the earthenware, a part of which is still unsold, which he offers to return him. Parties being heard, Andries Hoppen is condemned to retain the pots, which he says he has in his possession, and therefore to pay the fl. 110, which he himself acknowledges to owe, within six weeks from date. As regard the fl. 10. difference between the parties, Andries Hoppen was ordered to prove, that they were remitted to him or forgiven him.

Nicolaes Boot, pltf. v/s Teunis Kraey, M<sup>r</sup> Jacob Huges and M<sup>r</sup> Scharborgh defts. Pltf. requests, that defts. will please to testify the truth as witnesses in the case of the negress purchased by him. Teunis Kraey appears in Court and declares, that he conducted towards Nicolaes Boot's house, immediately after the sale, the negress, whom Nicolaes Boot had purchased, and that the said negress fell to the ground at the end of Daniel Litschoe's lot ; whereupon she cried *Ariba*. On standing up she could not well hold her feet, and was brought 10 to 12 paces farther on, when she again fell down ; her eyes standing fixed in her head and something white being seen in her mouth. He witness then called out, that N. Boot might himself carry his negress home, whereupon the carpenter of the ship, on board of which the negress had been, came forward, and N. Boot asking him, what ailed the negress, the negress then answered—More ! More !, which the carpenter rendered into Dutch saying, the negress is drunk ; it will soon pass away ; she is sound at heart. Further, he helped the negress a little distance unto the corner of the Palisades, whence she was carried in a wagon to Nicolaes Boot's house. Offers to confirm the same by oath, if necessary. Done etc. Mr. Jacob Huges appears as above and declares, that N. Boot had requested him to come to his house to see the negress he had purchased ; coming there about 3 and 4 o'clock in the afternoon, when the negroes were sold at vendue, he, as a surgeon

felt for the pulse, and there distinguishing no pulse at all ; yea, no more than in a dead man ; he said to N. Boot's wife, that she must prepare some sugarsops, and see if the negress would swallow some, and give her something else, when he should further prescribe. In the evening about 9 o'clock he, the witness, was again called by N. Boot's boy to see the negress. On arriving there he found her very low. She died immediately, within half an hour in their hands. Offers to confirm the same by oath. Edward Scharborgh is ordered to put his declaration in writing. Nicolaes Boot exhibits a written declaration from Daniel Litschoe about the negress. And whereas the party is not present, the Court has postponed to the next Court day.

The Court Messenger appears in Court and states that on the 9<sup>th</sup> Sept<sup>r</sup> he arrested in Daniel Litschoe's name, all the goats and kids in the possession of Richard Bulcq, which he received from Daniel Wytheyt ; which it was ordered to note.

On 20<sup>th</sup> Sept<sup>r</sup> 1655, being Monday. In the City Hall, were assembled the Hon<sup>ble</sup> J. La Montagne and Corn<sup>e</sup> Van Tienhoven, Supreme Councillors ; Allard Anthony and Oloff Stevensen, Burgomasters ; Johannes Nevius, Joh. de Peyster, Jacob Strycker and Johan Vinje, Schepens.

The present dangerous condition of the times being considered at the aforesaid meeting, it is unanimously deemed necessary that the works of this City be again repaired. Therefore it is Resolved, that the aforesaid erected works shall be repaired with plank of 5 @ 6 feet high, nailed to the sides of the Palisades. Secondly, the Fence viewers are commissioned to contract for the said works at the smallest expense and quickest despatch, in the presence of Hon<sup>ble</sup> Burgomasters of this City. The Captains of the Burgher Companies of this City request, that they be furnished with one hundred pounds of powder to be distributed among the Burghery : Which the Hon<sup>ble</sup> Supreme Councillors promise to place in their hands, on condition, that at the daily muster the kit be inspected and examined so that nothing be improperly wasted. Thus done and resolved at the aforesaid Meeting. Done as above in Amsterdam in N. Netherland.

On Saturday Afternoon, the 25<sup>th</sup> Sept<sup>r</sup> 1655. In the City Hall.

Present—the W. Heeren Allard Anthony, Oloff Stevensen, Joh. Nevius, Joh. d'Peyster, Jacob Strycker, and Jan Vinje.

Lambert Huybertsen Mol, pltf. v/s M<sup>r</sup> Edward Scharborgh, deft.

Pltf. requests restitution of the scow, which he hired to M<sup>r</sup> Scharborgh and which was not returned. Together with the day's hire of said scow at 4 gl. per day. M. Scharborgh acknowledges to have hired the scow, but says that he loaned the scow in these times of trouble with the Indians, to Borger Jorissen ; and when he had used it, the inhabitants of *Gamoenepaen* [Communipaw] came for it ; to whom Lambert Huybertsen Mol gave the scow without his knowledge. This appears by the attestations of 3 different persons. He maintains, that he is not bound to make good the same to pltf., and therefore asks to be relieved from pltf's. claim. Nicolaes Verleth appears in Court and declares that he heard others say, Lambert Huyberts Mol had given the scow to the inhabitants of *Gamoenepaen*, to convey their cattle over therein. But whilst he understood, those who accompanied the Boors from here did not wish to pay more than a share for their cattle, the aforesaid Mol said—that he ought to have half for his share of the scow, yet he wanted nothing for it, as he was giving it to them through love. Lambert Huybertsen Mol acknowledges the above declaration in Court, but it was said, that the scow should be returned in the evening, because he required it for his own use the same day. Parties and witnesses being heard, the Court of this City has acquitted M<sup>r</sup> Edward Scharborgh of the demand of Lambert Huyberts, as far as the claim for the restitution of the scow is concerned. But M<sup>r</sup> Scharborgh was condemned to pay the hire of the scow as long as he had or used the same : saving the action of Lambert Huyberts Moll against those to whom, he acknowledges and it appears, he has given his scow. Regarding the costs of this extraordinary session, the Court, for reason, have made no charge. Thus done and ordered this 25 Sept<sup>r</sup> 1655, in the Court aforesaid.

On the 28<sup>th</sup> Sept<sup>r</sup> 1655 At the house of Oloff Stevensen. Present—the Heeren Allard Anthony and Oloff Stevensen Burgomasters.

Whereas Jan d' Visser is deceased, Johannes Verbrugge and Joh. Withart as co-factors of the partners of deceased have therefore requested by petition to the Burgomasters of this City, that curators may be appointed to arrange the estate and property of the deceased. Whereon was endorsed :—The Schepen Johannes Verbrugge and Johannes Withart are hereby authorized to settle the estate and effects of the deceased Johan de

Visser to the best advantage of those interested ; on condition, that they be held to give due account and *reliqua* of their administration. Done as above at the Court afores<sup>d</sup>.

To the present Ordinary and Adjoined Extraordinary Councillors (in the absence of the General and the First Councillor) of New Netherland.

The Burgomasters of this City of Amsterdam in New Netherland reverently shew, how that in this conjuncture, with your Honors' knowledge and at the request of the commonalty for the greater safety and security of the same the outer works have been furnished with a curtain of planks against an assault of the barbarous Indians, who on the night of the 15<sup>th</sup> instant unexpectedly fell upon us with murder, robbery and fire. Which aforesaid work being now finished, and the expenses as well for labour as materials are to be paid ; We presume, under correction, that the said payment must be advanced by the commonalty of this City, as being for their protection disbursed. We request your Honors to authorize us in our quality, to raise the expenses of the aforesaid work already executed and still to be performed, from and out of the commonalty, and that each one shall contribute, according to his circumstances and condition. The sum is at present estimated about Four thousand guilders. Expecting your order hereupon, was signed

Allard Anthony, Oloff Stevensen.

The representation of the Burgomasters being read and considered, it was resolved, that the request is just. But as the same concerns the whole commonalty, it was decided for the greater peace and the maintenance of unity, that before authority be granted, saving the respect due to the Burgomasters, that their Worship shall communicate the request to the Schepens of this City, and the same being also signed by their Worships or the majority of them, further consideration shall be taken on the return of the General, who is daily expected. Meanwhile the Burgomasters can perform their duty and satisfy the laborers. Thus done and endorsed by the Actual Councillors, Ordinary and Extraordinary in Fort Amsterdam in N. Netherland the 30<sup>th</sup> Sept<sup>r</sup> 1655.

Under Stood

By order of the Councillors of New Netherland  
(Signed) Cornelis Van Ruyven, Sec.

Copy.

Whereas it has been deemed good and necessary, at various times and occasions, at the request and resolution of the majority of the Burghery of this City of Amsterdam in New Netherland, for the greater contentment and security of the Burghery, their houses and property, also for the better protection and safety of the property and merchandize transported hither by individual skippers, merchants, factors and other passengers, to provide this City with some outer works which, in this last unexpected rencontre with the native Indians of this country, it has been considered expedient to repair and to strengthen with a plank curtain, 5 @ 6 feet high, in order to be better secured against an attack and escalade by the aforesaid Indians, as it appears by the resolve of the 20<sup>th</sup> Sept<sup>r</sup> last, adopted for this purpose at the City Hall of this City. Therefore, as well formerly as now again, some monies have been raised and disbursed by divers honorable merchants, which, according to all well regulated cities and places, it is usual to have supplied and ought to be furnished by the Burghery, inhabitants and traders of such places: the Director General and Council of New Netherland having examined and seriously considered the written representation of the Burgomasters of this City exhibited at divers times, have for the supply of the incurred and still necessary expenses on this City's public works consented in the presence of all the Schepens, as they do hereby consent, that the aforesaid Burgomasters at the suggestion of the Hon<sup>ble</sup> General Petrus Stuyvesant shall first and foremost have power to ask from the trading skippers, merchants, factors, passengers and from the Common Burghery a voluntary subscription and contribution, each according to his condition, state and circumstances. And in case of opposition or refusal by disaffected or evil minded, which the Director General and Council do not expect, the aforesaid Burgomasters with the President of the Schepens are authorized at the instance of the Director General to assess such and according to the state and condition of the same to exact a reasonable contribution, and promptly to levy execution for the same. Further, the above mentioned Burgomasters and President of the Schepens, present and future, are hereby authorized, for the further supplement and necessary repairs as well of this City's works, City Hall, and other necessary expenses, at the suggestion and on the resolution of the Director General, to create, at a more convenient season,

and impose some reasonable and necessary charges on the lots, houses and real estate according to the order and custom of Fatherland. Thus done at the Meeting of the Director General and Council of New Netherland at the instance and in the presence of the Burgomasters and Schepens, except Joh. Pieters. Verbrugge. .Ady 11<sup>th</sup> Octob. 1655. At the Council Chamber in Fort Amsterdam in New Netherland, was Undersigned,

P. Stuyvesant.

Under Stood : By order of the D<sup>r</sup> Gen'l and Supreme Council  
Signed, Cornelis van Ruyven, Secretary.

Monday afternoon the 11<sup>th</sup> Oct<sup>r</sup> 1655. In the City Hall.

Present—the Honble Petrus Stuyvesant, Director General ; Allard Anthony and Oloff Stevensen, Burgomasters ; Joh : Nevius, Joh. d Peyster, Jacob Strycker, and Jan Vigne, Schepens.

The Honble. General exhibits the resolution adopted in the forenoon at the meeting in Fort Amsterdam, and caused further the following persons to be summoned by the Court Messenger ; who came forward for the voluntary contribution and taxation according to said Resolution

The Honble Lord Petrus Stuyvesant offers for his share

fl. 50. above the most being.....fl.	150.—
Heer Cornelis van Tienhoven offers.....	100.—
Allard Anthony.....	100.—
Oloff Stevensen.....	100.—
Joh. Nevius.....	50.—
Joh. d' Peyster.....	50.—
Jacob Strycker.....	30.—
Jan Vinge.....	30.—
Jacob Kip, Secretary.....	20.—
Capt Martin Krygier taxed at.....	50.—
Capt Paul Leenderts vandie Grift.....	60.—
Dom <sup>o</sup> Megapolensis, voluntary.....	50.—
Item Samuel Drisius, item.....	50.—
Cornelis van Ruyven, Secretary.....	30.—
Lieut Pieter Wolferts van Couwenhoven, voluntary...	100.—
“ Daniel Litschoe.....	50.—

Ensign John P. Verbrugge offers with others ; re- quests to be assessed.	Taxed at.....	}	100.—
“ Cornelis Steenwyck, Item.....			
Joost van Beeck taxed at .....			100.—
Skipper Jan J. Bestevaer and Brother ; voluntary....fl.			50.—
Govert Lookermans,	}	are willing ; request to be assessed. Therefore are taxed each at.....	150.—
Pieter Corns van Veen,			100.—
Pieter Jacobs. Buys,			60.—
Jacobus Backer,			80.—
Rynier Rycken,			100.—
Abram Nichels			60.—
			70.—

Further a certain list was made and handed to the  
Court Messenger to cause the persons mentioned  
therein to appear at the City Hall at 8 o'clock in  
the morning. Adjourned.

**Continuation.**

On Tuesday Morning 12 Oct<sup>r</sup> 1655. In the City Hall.

Present the Honble General Petrus Stuyvesant, Allard Anthony, Oloff  
Stevensen, and Jacob Strycker.

Abram de la Nooy offers, but is taxed.....	40.—
Pieter Schabanck taxed at .....	25.—
Elbert Elbertsen item.....	25.—
Reyer Stoffelsen voluntary.....	25.—
Hend'k Jansen van Vin taxed at.....	60.—
Jacob Moesman item .....	60.—
Dirck Claesen Boot vol 20 fl. taxed at .....	25.—
Jacob Onnosel item.....	30.—
Isaac Mense, besides another voluntary.....	30.—
Pieter Rudolphus.....	36.—
Daniel Verveele, on condition that so much shall be allowed him in like case at Fort Orange, at .....	24.—
Cornelis Martense Factor, vol <sup>r</sup> 50. taxed at .....	40.—
Abram Goosen Item.....	10.—
Arent Kerckhoff Item.....	40.—
Robbert Vastrick, on condition as above Fort Orange	40.—

Jeremias Van Rensselaer vol' fl. 20 taxed at.....	30.—
Jan de Yonge voluntary.....	25.—
Fredrick Warnarsen vol. fl. 25. taxed at.....	30.—
Lourens Heyn taxed at.....	36.—
Nicolaes Staelboeck item.....	18.—
Gerret Bancker free fl. 10. item.....	20.—
Corn' de Bruyn free 10 item.....	25.—
Nicolaes Boodt free.....	25.—
Alexander d' Inyossa ".....	25.—
Johan Withart taxed at.....	50.—
Adriaen Bloemmart voluntary 30. taxed at.....	36.—
Nicolaes Beverlodd " 18. " ".....	30.—
Cornelis Schut " 50. " ".....	100.—
Teunis P'tsen Tempel " 10. " ".....	15.—
Nicolaes (de Meyer)	
van Holsteyn " 25. " ".....	30.—
Marcus Vogelsangh " 24. " ".....	40.—
Cornelis van der Schel Absent taxed at.....	30.—
Paulus Schrick Absent taxed at.....	20.—
M' Gysbert van Imbroeck Absent ; taxed at.....	25.—
Symon Jansen dwelling at Clyn Aerts Item.....	10.—
Barent van Marrel, alias "Vlackebossie" Item.....	25.—
Pieter d' Maker ; says he paid fl. 20 at Fort Orange for the ransom of the prisoners. He is, on that account, exempt.	
Jan Jansen van Schorel on "the <i>Speckled Cow</i> " taxed	30.—
Fredrick Gysbertsen taxed at.....	30.—
Jacobus Crap voluntary fl. 6. taxed.....	10.—
Pieter Tonneman voluntary.....	10.—
the Skipper of the <i>Speckled Cow</i> , Ptr Emilius absent taxed.....	150.—
the Skipper of the <i>N. Amsterdam</i> , Ptr d' Waterhout absent taxed as laden, has to pay.....	150.—
the Skipper of the <i>White Horse</i> absent, taxed.....	150.—

Over. fl. 3575.—

Further a list is made out for tomorrow and adjourned.

In the afternoon of the 12 Oct. 1655. In the City Hall.

Present the Hon<sup>ble</sup> Petrus Stuyvesant, Allard Antony,  
Oloff Stevensen and Job. Nevius.

	Bro't from the other side	fl. 3575.—
Juriaen Blanck	voluntary fl. 30. fixed at.....	20.—
Claes Carstensen Noorman	.....	10.—
Isaac Kip,	voluntary.....	20.—
Andries d' Haes	" .....	20.—
Tomas Fredericksen	taxed at.....	6.—
Jan Gerritsen, Mason	taxed at.....	6.—
Andries Hoppen	promises to furnish two cargoes of stone for the City Hall.	
Tomas Lambertsen,	voluntary....	20.—
Guert Coerten	to give work on the City defences.....	10.—
Jacob Boheem,	exempt.	
Maryn Luyckesen	voluntary.....	12.—
Claes Bordingh	voluntary fl. 16. taxed @.....	20.—
Jan the Cooper	" " 20. taxed.....	25.—
Pieter van Naerden,	voluntary.....	12.—
Lodewyck Pos	" .....	15.—
Jan Paulusen Jacquet	" .....	20.—
Jan Dircksen's wife	" .....	20.—
Jan Peck	" .....	20.—
Fredrick Hendricksen	" .....	10.—
Rynhout Rynhoutsen	" .....	15.—
Pieter Jacobsen Marius	" and taxed at.....	20.—
Pieter Cornelissen	at Skipper Juriaens vol.....	20.—
Adriaen Woutersen,	exempt.	
Abram Pietersen, Miller,	voluntary.....	6.—
Andries Jochemsen	" fl. 6. taxed @ .....	10.—
Michel Poulisen's wife	" and taxed.....	15.—
Egbert van Borsum	" and taxed.....	30.—
Hage Bruynsen	3 days at the City works.	
Hendrick Hendricksen,	Tailor taxed and vol.....	12.—
Roelof the Mason,	voluntary.....	10.—
Jan Peerie,	voluntary,.....	10.—

Jacob Veets voluntary,.....	6.—
Reyndert Pietersen voluntary fl 12. taxed at.....	20.—
Claes Tysen, Cooper voluntary fl 10. taxed.....	12.—
Francis Claesen, Pilot voluntary.....	6.—
Coenraet Ten Eyck       “       .....	20.—
Isaak Foreest voluntary and his negro 1 @ 2 days....	20.—
Abram Clock       “       .....	15.—
Dirck van Schelluyne voluntary.....	12.—
Aldart Coninck voluntary fl 12 taxed.....	15.—
Auke Jansen being aged, offers 1 @ 2 days work for the City.	
Sybran Jansen Galma voluntary.....	10.—
Willem Brouwer was excused	
Hage Volckertsen, voluntary fl 6. taxed.....	10.—
Hans Steyn voluntary.....	15.—
Willem Pietersen d’Groot absent taxed at.....	15.—
Jan Gerritsen Brouwer voluntary.....	12.—
Albert Jansen, absent ; taxed.....	15.—
Claes van Elslandt absent ; taxed.....	15.—
Michel Tadens absent taxed at.....	18.—
Warnaer Wessels       “       “       .....	25.—
Solomon Pietersen d Laschar absent, taxed.....	10.—
Cornelis Jansen Clopper absent ; taxed.....	15.—
Myndert the Cooper absent       “       .....	10.—
Claes Jans <sup>n</sup> de Ruyter and Harmen Douwesen absent ; taxed at....	15.—
Lourens d’Drayer absent ; taxed at.....	15.—
Abram la Cuia is voluntarily taxed at.....	100.—
Joseph de Coster Item.....	100.—
David Frerie Item.....	100.—
Salvader Dandrado Item.....	100.—
Jacob Cawyn Item.....	100.—
Jacob Barstinsen voluntary.....	6.—
Assar Leevens Item.....	6.—

On Wednesday, the 13. Oct<sup>r</sup> In the City Hall.

Present the Hon : Petrus Stuyvesant, Allard Antony and  
Oloff Stevens<sup>r</sup>, Burgomasters. .

Abram Verplanck,	voluntary.....	20.—
M <sup>r</sup> Hans Kierstede	" .....	20.—
Adolf Pietersen	" .....	12.—
Gerrit Fullower	" .....	15.—
Fredrick Flipsen	" .....	20.—
Borger Jorissen	" in work.....	20.—
Egbert Woutersen	" above his carting.....	20.—
Jacob Steendam	" .....	25.—
Hendrick Willemsen, Baker,	voluntary.....	25.—
M <sup>r</sup> Jacob Hugues, Surgeon,	voluntary.....	8.—
Willem Beeckman	requests to be excused.	
Joost Teunissen, Baker,	voluntary.....	25.—
Carel van Brugge, Commissary,	voluntary,.....	36.—

Joh: Nevius and Joh: Vinge, Present :

Teunis Kraey	voluntary.....	20.—
Pieter Kock	" taxed at.....	20.—
Jan Geraerdy	" .....	20.—
Rendel Huwit	" .....	10.—
Jan Jansen Schepmoes	" .....	20.—
Adriaen van Tienhoven	" .....	25.—
Adriaen Keyser	" .....	15.—
Evert Duycking	" .....	15.—
Jan Hendricks, Carpenter.....		10.—
Abram Jacobsen	voluntary.....	12.—
Jan Reyversen, Carpenter	" .....	6.—
Jan Adriansen, Ship Carpenter	taxed.....	16.—
Pieter Harmensen, exempt		
Casper Steynmets	voluntary.....	10.—
Allert Trompetter's Wife	" .....	10.—

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Over. fl 5182.

	fl. 5182
Sybout Claesen, Carpenter, voluntary.....	20.—
Adriaen Vincent, voluntary fl 10. taxed.....	12.—
Teunis the Mason's wife vol. 5. taxed.....	6.—
Tomas Hall, voluntary,.....	25.—
Gabriel Barentsen d'Haes, vol. 6. taxed at.....	10.—
Resolveert Waldron, exempt	
Jochem Beekman fl 6., taxed at.....	10.—
Claes Poulisen, voluntary.....	10.—
Claes Pietersen, Smith, " one Beaver.....	8.—
M <sup>r</sup> Isaac Allerton " .....	60.—
Arent Kalckbuys, carpenter " 3 days labor.	
Jan Jansen van Ham, voluntary,.....	6.—
Gerrit Jansen Roos, carpenter, " 4 days labor.	
Harmen Sybrantsen, exempt	
Joost Gooderisen voluntary.....	4.—
Jan Cornelis <sup>n</sup> Clyn and Solomon Abels, both.....	25.—
Jan Schryver voluntary.....	12.—
Symon Felle " .....	12.—
Jan Rutgersen " .....	6.—
Arent Isaacksen " .....	6.—
Cornelis van Lanckvelt " 1 Beaver.....	8.—
Ryndert Jansen van Hoorn in the speckled cow vol. 8. taxed at.....	12.—
Hendrick van Dyck voluntary.....	30.—
Samuel Edsal voluntary, one Beaver.....	8.—
Francis Jansen van Hoochten vol. 12., taxed at.....	20.—
Claes Hendrick in the Negro's Ship, exempt.....	
Lourens Jansen voluntary.....	12.—
Barent Meyndertsen " 6.....	6.—
Jan Jansen van S <sup>t</sup> Obyn " 10. taxed.....	12.—
The Marshal of the Burghery voluntary.....	12.—

On Friday morning the 15 Oct<sup>r</sup> 1655. In the City Hall were assembled the Hon<sup>ble</sup> Petrus Stuyvesant, (D<sup>r</sup> Gen<sup>l</sup>) Allard Anthony and Oloff Stevensen, Burgomasters; Joh: Nevius, Schepen.

Mr. Thomas Willett	voluntary.....	60.—
Whereas the following persons being summoned remain absent they are therefore taxed as follows :—		
Mattys Capito.....		15.—
Hendrick Pieter <i>Kint in 't water</i>	6 days carting.	
David Wessels.....		10.—
Thomas Marshall	exempt.	
Hendrick van Bommel.....		6.—
Jacob Clomp	shall pay above ; ergo free here.	
Pieter Jansen.....		6.—
Lambert Huybertsen Moll.....		15.—
Andries vander Sluys	taxed at.....	10.—
Pieter Stoutenborgh.....		12.—
Dirck Holgersen, Noorman.....		10.—
Claes Tysen, Bercquier (Boatman).....		10.—
Reynder de Vries, Bercquier	" .....	12.—
Arent Willemsen, Brouwer.....		20.—
Andries Andriesen at J. V. Couwenhoven.....		6.—
Aryaen Symonsen, Bercquier	one Beaver.....	8.—
Luycan Andriessen, one Beaver.....		8.—
Claes de Jongh.....		20.—
Dirck Claes Cuey and Brother.....		40.—
Hendrick Hendricksen, Drummer.....		10.—
Mr. Jacob Hendrick	Varvanger.....	30.—
Jacob Leendertsen van Grift.....		10.—
Jacob van Couwenhoven, voluntary.....		100.—
Hendrick Kip.....		25.—
Skipper Willem Tomassen for his house.....		25.—
Sander Leendertsen	Item.....	25.—
Willem Teller for his house.....		25.—
Arent van Corlaer	Item.....	25.—
Albert de Noorman	Item.....	20.—
Pieter Hartis	Item.....	25.—
Flip Pietersen	Item.....	25.—
Rut Jacobsen	Item.....	25.—
Cristiaen Barentsen	voluntary.....	15.—

Andries Claessen, Exempt

Lourens Lourensen voluntary..... 12.—

Arent Lourensen voluntary, to pay in labor..... 6.—

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fl. 6305.—

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Michel Jansen requests in Court decree of execution of the judgment dated 29 Sept<sup>r</sup> 1655. of the Court against Jacob van Couwenhoven being for fl. 70. Endorsed :—The Bailiff is hereby authorized to duly execute the aforesaid sentence according to the request of the pltf. delivered in Court.

Cornelis Janssen Cloppenborgh who has heretofore lived here ; and lately was driven from Brazil, requests by petition to be allowed to tap, to do and pay like others. Endorsement. Petitioner's request is granted. The 13<sup>th</sup> Oct<sup>r</sup> 1655. In Court.

On Monday the 18<sup>th</sup> Octob. 1655. In the City Hall.

Present—the Worshipful Heeren Cornelis van Tienhoven, Allard Anthony, Oloff Stevensen, Joh. Nevius, Joh. d' Peyster, Joh. Verbrugge, Jacob Strycker, and Jan Vinge.

Allard Anthony, pltf. v/s Thomas Hall, deft. Pltf. demands, per settlement of a/c., payment of fl. 163 in good tobacco or beavers, with costs. Deft. acknowledges the receipt of the goods, but owes no beavers ; says, pltf. accepted in 1652 the debt of Thomas Baxter, when he lay in jail, in payment, being for the sum of fl. 34. 12. Pltf. denies the acceptance of the above debt or sum on Baxter in payment. And as Allard Anthony appeals to Paulus Leendertsen, and Thomas Hall to M<sup>r</sup> Willett the Court have therefore referred the parties to the same, if possible to settle their affair, or otherwise to communicate their opinion in writing to the Court.

Thomas Hall, pltf. v/s Allard Anthony, deft., demands payment of a certain note. Deft. requests, that the note remain in the hands of the Court, until his former demand be disposed of. The Court decided, that the obligation and account shall remain at the Secretary's, until the aforesaid matter be disposed of.

Johannes Pt<sup>r</sup> Verbrugge, pltf. v/s Adriaen Keyser, deft. Deft. in default.

David Freree, pltf. v/s Pieter Dircksen Waterhout, deft. Pltf. requests delivery of 40 ankers of distilled waters, which were laden in his ship and deft. was bound to deliver according to bill of lading. Deft. acknowledges the same to be his bill of lading and says, the ankers were delivered out of the ship to the public store ; but that Adriaen Blommaert removed some ankers in the ship here in port. Whereupon the question occurs, whose ankers they are. The Court condemns the skipper, Pieter Dircksen to fulfill his bill of lading.

Pieter Dircksen Waterhout, pltf. v/s Adriaen Blommaert, deft., says, deft. removed certain ankers of wine in his ship here in port, and as there is considerable trouble about them, requests, that Blommaert shall answer for the same, as he removed the ankers from the store. Deft. Adriaen Blommaert consented to hand in his answer in writing, which he did at the adjournment of the Court. The case was, therefore, adjourned to the next Court day.

Pieter Dircksen Waterhout, pltf. v/s His Pilot and Supercargo, defts. About the evidence of the truth in the matter of removing some ankers of wine by Blommaert in the ship. The Court orders, that the pltf. cause the declaration of the aforesaid witnesses to be made before the Secretary or Notary, and then produce the same.

The Heer Tienhoven departs.

David Frere, pltf. v/s Adriaen Keyser, deft. Deft. in default.

Pieter La Febre, pltf. v/s Mr. Isaack Allerton, deft. Pltf. exhibits, pursuant to order of the Court of 13<sup>th</sup> Sept<sup>r</sup> last, the a/c between him and M<sup>r</sup> Alexander Bryn, whereby a ballance of fl. 316.1. belongs to him. Requests, that M<sup>r</sup> Allerton, as security for the boat of Alex<sup>r</sup> Bryn, be condemned to pay him. Deft. acknowledges, to have been security for the boat of M<sup>r</sup> Bryn, and not to have any thing against the a/c. Demands only, that in the judgment he may be allowed his recourse against M<sup>r</sup> Bryn. The Court condemns M<sup>r</sup> Allerton as bail for M<sup>r</sup> Bryn to pay, according to aforesaid a/c, the balance of fl. 316.1, saving his recourse against M<sup>r</sup> Bryn.

Skipper Pieter Emilius, pltf. v/s Solomon Abelsen, deft. Deft. in default. Pltf. demands, as he is on the eve of leaving, and fl. 18. belongs to him from deft. for freight and average of goods brought and delivered to him here, that he be condemned to satisfy him or to enter bail.

Inasmuch as the deft. is a Burgher here, the Court decreed only a default.

Rutger Jansen, pltf. v/s Pieter Jansen, his father in law. Pltf. demands, by settlement and closing of a/cs, payment of fl. 47. according to handwriting and agreement dated 1<sup>st</sup> June 1655, wherein he is bound to pay at the earliest moment. Deft. acknowledges the debt, requests delay and promises to pay as soon as possible. Parties being heard, they were ordered to agree together as friends, and that deft. shall pay, by the first opportunity, according to handwriting; and Joh: Verbrugge promises to give pltf. for the deft., fl. 10. in deduction [of the debt.]

The wife of Aryan Huybertsen, pltf. v/s The wife of Michel Tadens, deft. In a matter of insults. Deft. in default. Pltf. ordered to summon again, and prove her statement.

Jorsey Rapalje, pltf. v/s Hend'k Hendricksen, Drummer, deft. Pltf. states that deft. had leased his house, which he gave up and when he was on board he was arrested; whereupon, returning on shore, he again took forcible possession of the premises. Requests, that he be condemned to quit the house. Deft. Hendrick the Drummer, says that he did not give up the house; but that he said, if it happened, that he wanted the house whilst he was away, and he did not occupy it, he might enter on it; but as he intended to return within 2 months, he agreed that the house should be his again. He undertook to prove the same, which was allowed him, and time was granted until the next Court day.

Joost Teunissen. pltf. v/s Francois Fyn, deft. Pltf. requests, that deft be condemned to let him send for certain thousand parcels of firewood, which lie on deft's island\* and which he bought from him; and as he sent people there and the wood was refused with threats, he requests also satisfaction for incurred expenses. Deft. says, he sold firewood to pltf., but that he was to pay for no more firewood than he should remove. Denies expressly, that he made a contract for any quantity; and further says, pltf. assaulted him; dragged him by the hair, took hold of his gun, drew his rapier and said—Stand off from me. Parties being heard, the Court ordered, that pltf. shall prove by next Court day, how much wood he purchased.

\* Now Blackwell's Island.

Jan Rutgersen, pltf. v/s Jan Hadduwe, deft. In case of arrest. Both in default.

Gerrit Gerritsen van Deventer, pltf. v/s Joris Stevensen, deft. Jan Cornelissen appearing for the pltf. demands payment of fl. 12. for wages earned a year ago thrashing. Deft. acknowledges to owe fl. 12. and as he had to flee, he promises to pay him as soon as he can possibly thrash his grain on his farm. The Court condemned deft. to pay pltf. within 14 days, if he can in any way thrash the grain on his farm.

Govert Loockermans, pltf. v/s Daniel Withedt, deft. In case of arrest. Deft. in default. The arrest was declared valid on demand of the pltf., in consequence of the contempt.

Cornelis van Lanckveldt, pltf. v/s Hend'k Gillisen Wageman, deft. Pltf. demands, as before, payment of fl. 32. Deft. acknowledges only fl. 6., which he owes for one pair of buskins, and that the gold ring was given for 1 pc. of cloth, which he received; and if he could deliver him sufficient cloth for a garment, he should still owe him one beaver and a half. And as he has not received it and says the former was only a barter, that he owes only fl. 6. for buskins. Pltf. denies the same. Demands, that deft. shall prove the same, or declare it under Oath. He will then be content. He offers to swear that fl. 22 are still due him. Deft. offers to confirm under oath, what he has already stated, and says he will pay, if pltf. will take his oath to what he asserts. The Court having heard the offers of both sides, refer the same to Isaack Kip and Jan Geraerdy as arbitrators to make the parties agree.

Pieter Dircksen who succeeded as Skipper to the little ship *the White Horse*, pltf. v/s Oloff Stevensen, deft. Pltf. demands payment of fl. 13.4 balance of a negro. Deft. says, he has paid dec<sup>d</sup> Skipper Myndert Lourensen, with 3 pieces of Eight and the expenses on 4 tubs of Tobacco fl. 4.4. Pltf. demands, that deft. shall prove or declare such before the Court. Deft. declares in Court, that he paid the Skipper Myndert Lourisen as already stated, and has settled with him. Wherefore he was acquitted of further demand.

Idem, pltf. v/s Alexander d' Inoyossa, deft. Pltf. demands payment of 12½ Beavers balance of the purchase of a negress. Deft. says, he paid the late Skipper Myndert Lourissen the aforesaid 12½ Beavers with 6 whole and 13 half Beavers. Pltf. demands, that deft. shall prove or declare the

same before the Court. Deft. declares by offer of oath, that he paid, as before stated, and that the serjeant's wife was present at the payment and that Nicolaes Staelboeck has also knowledge thereof. Parties being heard, deft. was discharged from further demand and claim.

The same pltf. v/s Sieur Augustine Harmensen deft. Pltf. demands payment of fl. 33. Deft. declares, that he has paid dec<sup>d</sup> Skipper Myndert Lourensen in presence of Skipper Lourens Corn's van Wel and Sieur Paulus Schrick, who, if needs be, will declare the same. Parties being heard, deft. was absolved from further demand. Pltf. further demands that he, Augustyn, shall be condemned to enter sufficient security for the note of fl. 840. passed for the purchase of negroes, as he understands, that Augustyn Heermans intends to depart for Virginia. Deft. maintains as he is a Burgher here, and has more real estate, than it amounts to, which is remaining here as sufficient security, that he is not bound to give bail, the rather as the time of the obligation is not expired. The Court decided as Sieur Augustyn Heermans is a Burgher here and is a resident, that he is not bound to give security as the period of the obligation has not expired. Concerning a certain hogshead of tobacco in dispute, it was decided that as Sieur Augustyn Heermans has proved by the declaration of 3 credible witnesses, that skipper Myndert Lourensen dec<sup>d</sup> has received the same in payment, the same shall be valid payment. Done etc.

Claes Bordingh, pltf. v/s Jacob Wolfertsen, deft. Deft. in default.

Claes Bordingh, pltf. v/s Pieter Wolfertsen, deft. Pltf. says 6 hogsheads of tobacco were received from deft. for himself and Nicolaes Boot. As about 418 lbs. nett of one hhd. were spoiled in lying 2 @ 3 months, he demands a deduction of 1½ stiv. per lb., as he was obliged to sell it for so much less, being fl. 31.17. Deft. says, he delivered the tobacco to pltf. good and sound, and that the tubs were all inspected by Nicolaes Boot and Pieter La Febre and removed, sold and delivered without his knowledge. Maintains that he owes nothing. Parties being heard, the Court dismisses pltf's preceding demand in this case, as the tub was accepted, and the sale and delivery unknown to him absolves deft.

Jochem Kock, pltf. v/s Harman Douwesen, deft., demands payment of balance of fl. 43.8. for manufactured goods. Deft. acknowledges to owe for himself only fl. 19. and exhibits by handwriting, of Claes Jansen Ruyter, that he must receive the same from him. Harman Douwesen is

condemned by the Court to pay the fl. 19. which he acknowledges to owe. Regarding the remainder, pltf. may make out an a/c. And Claes Jansen shall pay him according to his handwriting.

On the proposal of the President, whether they should answer the last letter rec<sup>d</sup> from the Hon<sup>ble</sup> Lords Directors or not, the Question being put, It was Resolved to write to the Hon<sup>ble</sup> Directors.

To the Hon<sup>ble</sup> Director General and Supreme Councillors of N. Nether<sup>d</sup>

We the undersigned, in our quality as Burgomasters of the City of Amsterdam in New Netherland, communicate with all respect :—

Whereas we find by daily experience and petitions presented unto us, that there are at present, here in this City, widows and orphans, for whom we deem it necessary, that proper provision be made in order, that they and their property and effects may be properly employed and administered ; We, therefore, request, according to our instructions, that your Honors would be pleased to commission (according to the custom of our Fatherland) certain persons, who might attend, as Orphan Masters, to that duty ; in which case we shall transmit to you a double number, to select and commission a single number therefrom. Awaiting hereupon your L'dships' favorable disposition, we remain,

Under Stood :—Your Honors' Subjects, The Burgomasters of the City of Amsterdam, Signed, Allard Antony, Oloff Stevensen.

Ady the 18 Oct. 1655. Amsterdam in N. Netherland.

They nominate Pieter Wolfertsen, Hendrick Hendricks Kip, Pieter Corn<sup>t</sup> van Veen, Jacob Steendam.

By the Director General and Council were selected and commissioned from the aforesaid as Overseers of Orphans Pieter Wolfertsen van Couwenhoven and Pieter Con<sup>t</sup> vander Veen, to take charge, in the aforesaid office of the Estate of the widows and orphans in communication with and after instructions from the Burgomasters. Done at the Assembly of the Director General and Council of N. Netherland this 19 day 8ber. 1655. was signed P. Stuyvesant. Under Stood :—By order of the Director General and Supreme Council ; Signed, Cornelis van Ruyven Secretary.

Extraordinary Session holden at the City Hall, Wednesday the 20<sup>th</sup> Oct<sup>r</sup> 1655.

Present—the W. Heeren Cornelis van Tienhoven, Allard Anthony,

Oloff Stevensen, Joh. Nevius, Joh. Verbrugge, Jacob Strycker, and Jan Vinje.

Mr. Robert Tielman, pltf. v/s Capt. Jan Jacobs, deft. Pltf. says, that he had some difference of a/c with Capt. Jacob, in respect to which arbitrators were mutually chosen, who found that he, pltf. is indebted £32. 13s. 5d., which he must pay here, and that Capt. Jan Jacobsen owes him 1092 lbs. good Virginia leaf tobacco, as appears by decision of said arbitrators, Requests, therefore, that Capt. Jan Jacobsz, be condemned to pay here the said tobacco as he has paid the £32. 13s. 5d. Deft. says, he did not oblige pltf. to pay here the £32. 13s. 5d., but merely demanded bail, which pltf. would not, or could not give. Acknowledges to have received the aforesaid payment here ; does not deny that he owes the 1092 lbs of tobacco, but says he must deliver it in Virginia, whereof he has given an acknowledgment. Pltf. M<sup>r</sup> Taelman replies : Acknowledges to be content to receive the tobacco in Virginia, on condition, that he be informed of the house, from which he is to receive it. The deft. in answer, offers to pay pltf. here at the price at which the tobacco is sold in Virginia or to give pertinent information, where it shall be received ; and to enter sufficient bail here, that in default of payment he may have redress. The Court having heard and examined the question between the parties, as well as the witnesses produced and sworn by the respective parties, have on mature deliberation decided, that Capt. Jan Jacobsen shall pay the aforesaid 1092 lbs tobacco in Virginia and point out expressly the person and house, where it is to be received. In the meanwhile he shall enter sufficient bail here to the behoof of pltf., that in case the tobacco was not paid there according to order, he might have his recourse against him. Done as above at the Court in the City Hall, Amsterdam, in N. Netherland.

Catalyntie Verbeeck wife of Aryaen Woutersen, pltf. against Barentie, Gerrit Fullewers' wife. deft., complains that deft. has insulted her and said that she stole from her a certain gold ring or hoop, which she sold to Hans Stein's wife ; and whilst they were in altercation the Officer came and took the ring into his safekeeping. Requests, that deft. prove, that she, pltf., stole the ring, or in default, restore her the ring and be condemned as to justice shall appertain. Deft. Beerentie, answers in writing and exhibits certain affidavits ; persists and says still that the ring in ques-

tion is hers. The Officer produces in Court the ring in question, which he had in safekeeping, whereupon parties being heard, each declares in particular that it is the same ring. Further divers witnesses were heard, at the request of both parties, by the Court, relative to the ring, and examined according to the declaration. And whereas it is a serious matter, the Court has, after opinions were given, deferred the case till next Meeting and ordered that the ring in question be correctly weighed.

Saturday 23. Oct<sup>r</sup> 1655.

Extraordinary Meeting held in the City Hall. Present the W. Heeren Allard Anthony, Oloff Stevensen, Johannes Nevius, Joh. de Peyster, Jacob Strycker, and Jan Vinge.

Johannes La Montagne, Junior, pltf. v/s Adriaen Blomart, deft. Pltf. demands fulfillment of a certain bill of lading by the deft. as skipper of the ship *New Amsterdam*, being for a balance of 1500 lbs. of codfish, which is coming to him ; and as he is about to depart and is unable to obtain, to this time, his fish or payment therefor, which has obliged him to incur the costs of this extraordinary Court, etc., requests that deft. be condemned to the payment of these costs. Deft. says, that the fish was by order of the Fiscal and with the consent of pltf. handed over to the Company's use, and that pltf. must apply for his payment there. Pltf. replying denies having ever consented ; demands proof, or otherwise fulfillment of his bill of lading with the costs hereof ; as before. Deft. responds : says he cannot produce any proof thereof except his own declaration. Parties being heard *de novo*, Montagne says that the 375 lbs of codfish, which were first delivered, he accepted in payment of freight at 2 beavers the hundred : and for the balance of 1125 lbs they agreed on 2½ beavers the 100. A. Blommart acknowledges, that they had agreed at 20 gl. the 100 in beavers, but maintains, that the Company, and not he, is bound to pay pltf. Burgomasters and Schepens of City of Amsterdam in N. Netherland having heard parties on both sides, by plurality of votes condemn the deft. Adriaen Blommart, as they hereby do, to fulfill his bill of lading, and in accordance therewith to pay pltf., La Montagne, the balance of 1500 lbs of codfish : to wit, the 375 lbs, which with the pltf's consent he delivered to the Company to meet the freight at 2 beavers the hundred and the remaining 1125 lbs at twenty guilders and all that in beavers forthwith,

without delay ; and in addition to pay the costs incurred herein. Done, as above, in the Court aforesaid.

Votes :

The H<sup>r</sup> Allard decides that Ad<sup>n</sup> Blommart be held to pay Montagne 375 lbs @ 2 beavers and 1125 lbs at 2½ beavers and in addition the costs incurred herein.

The Heer Oloff decides :—The same.

The Heer Joh. Nevius decides, that Blommart is held as above proposed to pay the codfish, but no costs.

The Heer J. de Peyster decides as the H<sup>r</sup> Allard.

“ “ Jacob Strycker “ “ the same.

“ “ Jan Vinge “ “ the same.

Allard Antony, pltf. v/s Jan Willemsen Iselsteyn, deft., demands on a note of ..... fl. 350  
on which was paid on 10 June ..... 181.12.8

a balance of ..... fl. 168.7.8.

and that in good pay with the costs hereof. Deft. denies owing the balance to Allard Antony, as he tendered payment to him and he would not have it ; such as payment in tobacco and that from Taelman, who signed the obligation, and deft. says, that Taelman instructed him by letter to pay said balance to Caspar Stynmets. Maintains, therefore, that he is not indebted to pltf. nor bound to pay two persons. Pltf. replies : he applied to deft. for payment after the time was one month or 6 weeks expired. Jan van Leyden was willing to pay him in loose zeawan, [wampum] which not being good pay, he refused the same, until he should give good pay. Jan van Leyden acknowledges the same, offers to pay, saying it is all one to him, to whom he pays. Requests time, until Taelman shall appear personally here. Pltf. requests, as before, that deft. shall be condemned to satisfy him in good pay, with costs hereon, and failing therein to enter sufficient security. Deft. offers to give good bail. Parties having heard, the Court condemns deft. Jan van Leyden to pay to pltf. Allard Antony, within 3 weeks from date the balance of the note with costs, and meanwhile to give sufficient security for the aforesaid payment, saving the action against Piet<sup>r</sup> Taelman.

Deliberation being had on the case concerning the gold ring, it was postponed until next Monday.

## Copy :

I, the undersigned, appeal from the judgment rendered by the Burgo-masters and Schepens in favor of La Montagne, to the Supreme Court ; and summon him for the next [session]. Done 23 Oct. 1655.

Was signed

Adriaen Blommart.

Monday, 25 Oct. 1655. In the City Hall.

Present the W. Heeren Cornelis van Tienhoven, Allart Antony, Oloff Stevensen, Joh. Nevius, Joh. de Peyster, Jacob Strycker, and Johan Verbrugge.

Oloff Stevensen, pltf. v/s Daniel Lischoe and Paulus Schrick, defts. Pltf. demands payment of a certain bill of exchange drawn by Daniel Litschoe as attorney for Paulus Shrick, dated 24 March 1655, for the sum of 241 fl. 10. on Sieur Daniel Coets, merchant at Amsterdam, which is returned protested ; and that with interest thereof for change and rechange according to custom here, asking 20 per cent. Deft. Paulus Shrick denies, that it is a bill of exchange, but merely an assignment : requesting, that pltf. be ordered to receive payment from the aforesaid Daniel Coets in Holland, inasmuch as the wares delivered therefor, being beer, were not worth so much, and also by leakage were not delivered, as they ought to have been. The Court having heard the parties and read their papers condemned the signer of the Bill, Daniel Litschoe, inasmuch as he accepted and received the goods and drew the bill thereupon, to pay here the aforesaid fl. 241.10. with costs of change and rechange thereon, conformably to the demand of pltf. at 20 per cent. on condition of having his recourse on his agent, or Daniel Coets, from whom the beer came.

Maria Boodt, pltf. v/s The Heer Fiscael, C. van Tienhoven, deft. Pltf. in default.

Sieur Joost van Beeck, pltf. v/s Corns. Jansen Coole, deft. Pltf. demands, that deft. be condemned to pay him the balance due on a certain bottomry bond, being between 5 and 6 hundred guilders, but cannot speak for certain, as the books of his dec<sup>d</sup> brother, in which the receipts are, have not yet been opened. Deft. acknowledges to owe about so much, and is willing to pay, but requests delay, as he offered payment to the pltf's brother, which was not accepted. Pltf. replying, asks judgment and sufficient bail. Parties being heard, the Court condemns the deft. Corns. Jansen Coele, as they hereby do, to pay pltf.

within 14 days the balance of his remaining money, and give sufficient bail for the payment hereof, before his departure for Virginia.

Jan Willemsen Van Leyden, pltf. v/s Janneke Varleth,\* deft. Pltf. handing in his demand in writing, requests, that Sieur Augustyn Heerman, or his wife, in his stead, be condemned to pay to Allard Anthony the remaining fl. 169 for certain 2 oxen, which he purchased from Taelman, with costs. Deft. answers, that her husband will pay the balance of fl. 169 to Taelman, according to agreement, but knows nothing of the affair in question. Maintains she is not held, to make any other payment, than according to the agreement with Taelman. Pltf. replying says, that Sieur Augustyn had received the cattle for the fl. 169. and accordingly owes the aforesaid note to Taelman and is bound to pay and discharge him. Deft. acknowledges to have received the cattle, and that one of them strayed away. Parties being heard, were condemned to fulfill, on both sides, their contracts.

Govert Loockermans, pltf. v/s Daniel Wythedt, deft. Pltf. demands payment of fl. 115. 11. to wit: fl. 93. 5. for Sieur Gulyam Wys dec<sup>d</sup> and fl. 21. 6. for himself. Deft. acknowledges the debt, except fl. 10. which he says he has overpaid to Sieur de Potter and which was not deducted in Wys' a/c. Offers to bind himself by obligation to pay within 14 days and to give bail here. Parties being heard, the Court condemns deft. Daniel Wythedt to pay pltf. the aforesaid fl. 115. 11. within 14 days, in the meantime to enter sufficient bail here, before he leaves. Regarding the fl. 10. which the deft. says he overpaid, he can institute his action therefor against the agent of De Potter.

David Frere, pltf. v/s Thomas Hall, deft. Deft. in default.

David Frere, pltf. v/s Adriaen Keyser, deft. Deft<sup>b</sup> 2<sup>d</sup> default. Pltf. demands, whereas deft. remains in default and owes him fl. 192 in tobacco for sale and delivery of certain beer whereof the time has expired over two months ago, that he be condemned to pay the monies into the Secretary's office, or, that the goods, being clothing, left in pledge therefor, be sold. The Court having seen the a/c and debt, decree, by virtue of the 2 defaults, that deft. shall pay the said monies into the Secretary's office within 14 days.

Cornelis van Lanckvelt, pltf. v/s Hendrick Gillisen Wageman, deft.

\* See note, p. 326.

Pltf. in default. The case was postponed by the Court until the next Court day, and ordered that the decision of the arbitrators be produced.

Reyer Stoffelsen, pltf. v/s Dirck Volckertsen, deft. Deft. in default. Default was granted only for the payment of fl. 9. now due since 3 years.

Gabriel de Haes, pltf. v/s Nicolaes Holsteyn, deft. Pltf. complains, that deft. struck and assaulted him in his house, so that he is still sickly; requesting that deft. be condemned and punished as he deserves. Deft. requests copy of the demand to answer thereto by the next Court day. Deft. was granted his aforesaid demand.

Pieter Smith, pltf. v/s Pieter Jansen, deft. Deft's 1<sup>st</sup> default.

Hugo Bruynsen, pltf. v/s The Skipper of *the Spotted Cow*, deft. Pltf. says, deft. took away certain stones, which he drew and had before his door, to repair the street. Requests payment of fl. 6. therefor, as he had worked for them two days. Deft. says, that he asked for the stones and he was allowed to take them away without any payment being asked for them, being about  $\frac{1}{2}$  ballast for a boat. Parties being heard the Court condemns deft. to pay pltf. fl. 4 for said stone.

Jan Willemsen Iselsteyn, pltf. v/s Hendrick van Diepenbroeck, deft. Regarding difference about some tallow, etc. And as deft. demands an a/c and parties allege, that there is also disagreement, the Burgomasters and Schepens refer parties to Jan Evertsen Bout and Albert Cornelis<sup>n</sup> Wantenaar to examine the differences of parties and if possible to reconcile the same; otherwise to report to the board.

Jan Evertsen Bout, appears in Court to state that he has discovered some cordage, which was stolen from his house in these troubles: Requesting that he may impound the same until disposition be made finally thereof. The Court grants the aforesaid request.

Pieter Cornelis<sup>n</sup> Van Veen and partners produce in Court a certain declaration from which it appears, that Sieur De Potter was a partner for  $\frac{1}{8}$ th shares in the little vessel, *the New Love*. Requests accordingly quick despatch. Joh: Nevius as agent for Sieur De Potter offers, according to procuration, to swear, in place of his father in law aforesaid, that he was a partner only for fl. 300. Maintains that he owes nothing. The case was postponed by the Court until the next session.

Allard Antony requests, as Jan Willems<sup>n</sup> Iselsteyn was condemned,

at the last extraordinary meeting, to enter bail for his debt, and to the present time remains in default, having only given some goods as security, with which he is not satisfied, that he be constrained to fulfill the aforesaid judgment. Jan Willemsen answers, that he placed in the Secretary's hands as many goods as amounted to the demanded sum. Proposes, in default of payment, that the said goods shall be sold in execution. Parties being heard, the Court orders that the goods consigned by Jan van Leyden as security and pledge of payment shall be held by special mortgage for the said payment, and pltf. shall have preference therein over all others: but in case Jan van Leyden does not pay the said monies to the satisfaction of pltf., according to judgment, it is ordered that the aforesaid goods shall without exception be sold therefor by vendue, and the proceeds thereof be delivered to the Heer Allard for his debt, provided he offers to accept the pledged goods for the said sum.

The case in question regarding the ring was *de novo* examined and divers witnesses heard; the ring in presence of Barentie was weighed, and she being found Guilty, the Court, after mature deliberation, pronounced the following judgment and sentence.

Catalyntie Verbeeck, wife of Aryaen Woutersen, plft. contra Barenite, wife of Gerrit Fuller, deft. Whereas process of defamation relative to a gold double hoop ring has been entered between Catalyntie van Beeck and Barentie, wife of Gerrit the Miller, before the Court of this City, by said Catalyntie as pltf., complaining, that Barentie above-named has abused the said Catalyntie van Beeck for having stolen from her a double hoop ring, relative to which parties were heard at divers times before the Court, when Barentie exhibited no proof, that the ring is her's, which she said was stolen from her and was shewn in Court; but, on the contrary, pltf. and wronged party has proved by divers in Court, that she had, on board ship on the voyage hither, a double gold hoop ring with other manufactured gold; also shewed on the ring a certain mark, wherein she and her husband agreed, both having been examined apart; likewise, that Barentie acknowledged in Court, that she had called out, when her mother put her hand in the pocket of the pltf's husband:—Mother! See what you are about; this is not my ring. Whereupon the Court having, maturely and in all sincerity, pondered, find that the pltf. and injured party has been unjustly wronged by the deft. Barentie and that the ring belongs to Cata-

lyntie van Beeck, which Catalyntie requesting reparation of honor and her own ring, the Burgomasters and Schepens, administering justice, have condemned the aforesaid Barentie, that she shall restore, with her own hands here in Court, the ring into the possession of the aforesaid Catalyntie van Beeck, and declare that she knows nothing, but what is good of the same; and pray of God, the Court and the injured forgiveness; or in case of refusal to be put in the City Prison and in addition pay a fine of fl. 50. to be applied  $\frac{2}{3}$  to the Poor and  $\frac{1}{3}$  for the Officer. Thus done and adjudged at the Court in the City Hall at Amsterdam in New Netherland this 25. Oct. 1655, and the entry hereof was signed by Allard Anthony, Oloff Stevensen, Joh: Nevius, Joh: d'Peyster, Jacob Strycker, Joh: Verbrugge in pursuance with the above sentence, Barentie delivered with her own hands in Court the ring to Catalyntie van Beeck, declared, that she has nothing to say against her and further asked pardon of God, Justice and the injured Catalyntie. Done as above, in the Court aforesaid.

Monday the 8<sup>th</sup> Nov. 1655. In the City Hall. Present the W. Heeren Cornelis van Tienhoven, Allard Anthony, Oloff Stevensen, Joh. Pt: Verbrugge and Jan Vinje.

The Officer Corn: Van Tienhoven, pltf. v/s Salvador Dandrado, a Jew, deft. Pltf. rendered his demand in writing, being a complaint, that deft. Salvador Dandrado purchased a certain small silver cup, that was stolen from Jan Rutgersen, as more fully appears by the demand. Requesting that the complainant shall be further heard thereupon before the Court in presence of the deft. Complainant Jan Rutgersen appearing in Court declares, that Salvador Dandrado called on him recently at his house concerning the aforesaid silver cup, and said to him that he would give him back the little cup which he bought, if he, Jan Rutgersen would return to him the half of what he had paid; and as he, Jan Rutgersen was not so inclined, he left him. Whereupon Salvador Dandrado sent him Jan Rutgersen home, the same little cup (which Jan Rutgersen exhibits in Court) and besought him to be silent thereupon. Deft. Salvador Dandrado appearing in Court requests copy of the demand, to answer thereunto. The Court accords copy to deft., and orders him to answer thereunto in writing by the next Court day.

Allard Anthony, pltf. v/s Sieur Cornelis Schut, deft. Pltf. as

attorney of Jacob Jansen Huys, skipper of the ship, the *Pear tree*, demands payment of freight of goods brought from Holland for the deft. by the said ship. Deft. offers to pay the freight, provided the two half aems\* of brandy, which are missing be delivered to him, or that he be allowed to deduct therefor 18 beavers according to the price here. Pltf. replies, whereas deft. delivered up the bills of lading of the wares, being a proof, that they were fulfilled, that he is bound to pay full freight. Deft. responds: that he gave up the bills of lading, as it was said, and he knew no better, than that the goods mentioned therein were delivered at the Companys Store; but says, the said two half aems have not been given up to the present time. Parties being heard, the Court decides and condemns Corn: Schut to pay the full freight within the period of 8 days, saving his recourse against Adriaen Van Tienhoven (who has charge and attends to the public store) who is to prove, whether the brandy was received in store, and being received, where and to whom the same was delivered.

Cornelis Schut, pltf. v/s Adriaen Van Tienhoven, deft. Pltf. requests delivery of certain 2 half aems of brandy which were delivered from the ship, The Peartree, into the Company's Store. Deft. requests copy of the demand and how the kegs were marked. The Court granted deft. copy.

Paulus Leendertsen Vandie Grift appearing in Court requests, as certain affidavits were delivered in last Court day, from which it appears, that Sieur de Potter owned  $\frac{2}{3}$  shares in the copartnership in the little ship *the New Love*, that the Court would be pleased to grant quick expedition and despatch. The Court order, as Joh: Nevius, the attorney of Sieur de Potter is absent, that copy of the above be delivered him, with intimation, that should he have any thing against it, he produce the same by next Court day.

Gabriel de Haes, pltf. v/s Nicolaes Meyer, deft. Pltf. in default. Hendrick Van Dyck as attorney for his son in law, Nicolaes d' Meyer, deft., says that he expressly denies the allegation in pltf's demand. Requests proper proof thereof. Offers to prove to the Judges, that pltf. first attacked deft. with a naked hanger; scolded him as a coward, and afterwards struck him with a "Pagasy" on the head and body, so that

\* *Aem* is a measure of 40 gallons.

he nearly fell to the ground. Objecting herewith to pltf's petition, and protesting further against costs. The Court granted default and ordered that copy hereof be delivered to pltf. to reply thereto by the next Court day.

Pieter Smith, pltf. v/s Pieter Jansen, deft., demands payment of fl. 80, which should have been paid, last year, all in tobacco, but has not been done up to the present time. Deft. acknowledges the debt. Says, he offered him, heretofore, a cow in payment, and cannot satisfy him at present. Offers to pay in a month as much as he is able. Parties being heard, the Court condemn deft. Pieter Jansen to pay pltf. within one month after date.

Wolfert Webber, pltf. v/s Nicolaes Verleth, deft., complains, that deft. has insulted him and alleged that he has stolen his stone; stating, on the contrary, that it is his own stone, which he drew, and that there is more, which he has excavated out of the ground. Requesting that deft. be ordered to leave him in peace and unmolested on this matter. Deft. maintains that, if any body removes what belongs to another, without his knowledge, that is thieving; and says his father had deposited some stone by the Fresh Water, before his door, which he had collected together, and that Webber removed these without his knowledge; whereupon they had some words, but that Webber promised to deliver him other stone instead. Requests, that Webber be ordered to bring back to the place the stone, which he took away and not to molest him. Lodewyck Pos being heard, as witness, by the Court, declares, he was present, when the aforesaid persons were conversing about the stone, and that Verleth said it was Theft, but did not hear Webber promise to deliver other stone instead. Parties being heard, the Court condemn pltf. Wolfert Webber, that he shall within 8 days bring back to the place the stone which he removed from Verleth's land. Regarding the insult, as that was reciprocal, parties were ordered to mutually keep the peace, and not to molest each other about the matter; or in default that further disposition shall be made therein.

Sybout Claessen, as att'y for Ryer Stoffelsen, pltf. v/s Dirck Holgersen, deft. Defts. 2<sup>d</sup> default. Being for payment of fl. 8. belonging to Ryer Stoffelsen. Requests sequestration and satisfaction. The Court ordered as Dirck Holgersen is in the 2<sup>d</sup> default, that he deposit the said fl. 8. within 8 days in the Secretary's office.

Abram Jacobsen, carpenter, pltf. v/s Egbert van Borsum, deft. Pltf. demands payment of a balance of eleven beavers for labor furnished on deft's house, which ought to have been paid over a month since. Deft. acknowledges to owe ten beavers and fl. 2. 13. and has offered payment in good Zeawan (Wampum) or an assignment on others; for the present he cannot pay in beavers: but says, he does not know pltf.: Jan Corn<sup>a</sup> Clyn, only, undertook this work. The Court decides, as Egbert van Borsum contracted with Jan Corn<sup>a</sup> Clyn, who undertook the work, that pltf. must look to the aforesaid Jan Cornelis<sup>a</sup> Clyn, and has no claim on deft.

Egbert van Borsum, pltf. v/s Jan Franse and Teunis Willemsen, defts. Pltf. says, that he loaned and delivered his boat to deft<sup>a</sup> and as they allowed the same to go adrift, requests, that deft<sup>a</sup> be condemned to restore the same to him or pay the value thereof. Def<sup>a</sup> deny having borrowed or received the boat, but say that they had seen a boat on board. The Court order pltf. to prove his statement, as defts. deny the same.

Willem Beeckman, pltf. v/s Abram de Lucina, deft. Deft. in default.

Teunis Craey, pltf. v/s Jacob Joosten, deft. Pltf. in default.

Dirck Claesen Pottebacker, pltf. v/s Andries Hoppen, deft. Pltf. requests, that deft. be constrained to satisfy the judgment rendered against him by the Court on the 13<sup>th</sup> Sept<sup>r</sup> last. Deft. says, he has not refused to pay pltf. and that the money has lain ready now a month. Claims, therefore, costs for loss of time herein incurred. The Court order, that deft. shall satisfy the aforesaid judgment, or in default thereof the Bailiff is authorized to levy execution, but should parties have any further action for costs and difference as to the delivery of the earthenware, from which the debt has arisen, such can be instituted on the next Court day.

Jan Barentsen, pltf. v/s Isbrant Dircksen Goethart, deft. Deft. in default. Pltf. states that he arrested deft. here and that he departed notwithstanding his arrest. The Court granted only default.

Joost Teunissen, pltf. v/s Jan Geraerdy, deft. Deft. in default.

General Stuyvesant and Mr. Silla appeared in Court with one Teunis Jansen; request and enjoin the officer Tienhoven rigidly to examine the same, relative to what has passed and he saw at the house of Pieter

Schoorsteenveger \*; whereas now Jacob Haey's house is burning and it also might possibly occur and happen in like manner.

Francois Fyn, pltf. v/s Luycas Eldertsen, deft. Pltf. exhibits a certain judgment, dated 16<sup>th</sup> October, 1654, obtained before the Court of Midwout and Amesfoort against deft. for the sum of one hundred Guilders. Requests confirmation of the sentence. Deft. acknowledges the debt and declares that thro' misfortune he is utterly unable to pay. The Court orders the deft. to pay pltf. Fyn, as he is bound to do by the tenor of the aforesaid judgment.

Marretie Hendrick, pltf. v/s Capt. Franc<sup>s</sup> Fyn, deft. Regarding a difference about service rendered and agreement made thereon. Parties being heard, the Court refer the matter at issue to Sieurs Paulus Leendert van Grift and Govert Loockermans, who are hereby authorized to reconcile parties regarding their difference.

Engeltie Hendrick, pltf. v/s Joost van Beeck, deft. Deft. in default.

Tomas Sandersen, pltf. v/s Dirck Teunissen, deft. Pltf's wife appears and demands delivery of 240 pieces of firewood, on delivery of which she owes fl. 5. Deft. acknowledges the debt; promises to deliver the wood so soon as he cuts more wood on the land. Dirck Teunissen was condemned by the Court to deliver the wood to pltf. within 14 days, or in default of delivery by himself, that pltf. may buy it and cause deft. to pay.

Willem Brouwer, pltf. v/s Isaac Mense, deft. Pltf. says that he sold the deft. 50 ps. of dry merchantable hides for fl. 700 in good Zeawan, on this condition that whoever should go back of the bargain should forfeit a tun of beer; and says that he next morning asked deft., if he held to the bargain or not; if not he should pay the tun of beer, and that he then answered, he would not pay the tun of beer. Requests therefore payment of fl. 700 on delivery of the hides. Offers 24 gl. thereof for the Poor. Deft. says, he was then drunk—and he agreed for fl. 700, but that he was mistaken, meaning 100 hides for gl. 700. Matys Capito and Jan Jansen were, on requisition of pltf., heard in Court and declare, they were present at the agreement, and that the bargain was to pay 700 gl. Zeewan, for 50 hides, but that Isaac Mense said afterwards, that he was

\* Chimney sweeper.

mistaken. Parties being heard, the Court declared the aforesaid trade null and void and condemned deft. Isaak Mense in a fine of fl. 25 for the behoof of the poor with costs incurred herein. Done etc.

Jan Geraerdy, pltf. v/s Andries Hoppen, deft. For payment of a certain quantity of planks. Whereas parties have not settled their a/c, the Court referred them to Sieurs Abram La Nooy and Isaak de Foreest, to arrange their a/cs and if possible to settle their difference, or otherwise communicate their opinion in writing to the Court.

Jan Geraerdy, pltf. v/s Adriaen Keyser, deft., demands payment of £6. 2s. English on a note signed by Adr<sup>s</sup> Keyser, in favor of Mr. Abram Bryn, whose attorney he is, and dated 7 Oct<sup>r</sup> 1654. Deft. acknowledges to have given his signature for his brother by advice from Holland, but says that he has an a/c to offset against it. This Court refers parties to Sieurs Pieter Jacobs<sup>n</sup> Buys and Abram Nichels to settle the differences and a/cs of parties after examination, and if possible to reconcile them, otherwise to report to the Board.

Joost Goderissen, pltf. v/s Nowe Jansen, deft. Deft. in default. Pltf. announces the arrest, served on Govert Loockerman. Requests that the same be declared valid. The Court declare the arrest provisionally valid by virtue of contumacy.

Pieter Dircksen Waterhout and Adriaen Blommaert presenting each separately a certain request and writing relative to the removal of certain ankers of wine, it is ordered, that parties shall furnish each other copy of their several petitions and papers to institute their action by the next Court day.

Nicolaes Jansen Bakker requests by petition, whereas by misfortune he is driven away from his place and his means have been burnt and lost, that he be permitted to tap and to keep tavern and lodgings. Whereon was endorsed: Petitioner's request is granted.

To the Rt. Honble. Director General and Supreme Councillors of New Netherland.

The Burgomasters of the City of Amsterdam in New Netherland represent with due respect and submission: Whereas divers petitions have been presented to them by refugees and others, who are inclined to settle here, to be allowed small lots within this city, whereon each, according to his ability might erect a house; Therefore we have spoken thereupon to

the Honble Director General, who answered that a proper survey must be first made, and it being observed in the present condition, that such is particularly necessary to be executed, we request therefore, that your Honors, in conjunction with your petitioners, would be pleased to commission such persons as shall be considered suitable by your Hon<sup>ble</sup> Lordships.

Awaiting hereupon your Honors favorable disposition we remain (under stood) your Honors humble and faithful serv<sup>t</sup>

Signed Allard Anthony; Oloff Stevensen.

Done this 10. Nov. 1655 at Amst<sup>m</sup> in N. N.

The aforesaid request of the Burgomasters of this City being taken into serious consideration by the Direct<sup>r</sup> General and Council, they find the survey particularly necessary; therefore the Hon<sup>ble</sup> Councillor La Montagne and Hon<sup>ble</sup> Burgomaster Allard Anthony with the ordinary Road Inspector are hereby ordered and authorized to advance the desired survey, as they may deem meet, without any regard to persons, gardens or places, so that settlers may be accommodated at a reasonable price. In case the aforesaid survey may happen to run through any persons gardens, the abovementioned Gentlemen are specially authorized to value, in the readiest and most reasonable manner, the lots coming, according to the aforesaid survey, on the ground already disposed of, only leaving the approval thereof to the knowledge and advice of the Director General and Council. Thus done in Fort Amsterdam in N. Netherland at the Meeting of the Director General and Supreme Council holden on the 10<sup>th</sup> November 1655. Was signed P. Stuyvesant.

Under stood; By order of the Director General and Supreme Councillors of N. Netherland (Signed) C. v. Ruyven Sec.

Teunis Jansen van Commel, aged about 38 years, appeared in the Court of Burgomasters and Schepens and declared at the requisition of the Schout, that he, the witness, between the night of Thursday and Friday last, was coming in Company with George the sailor and Harmen the cooper to the farm of said George to thrash grain, as they had already done. He, witness, George and Harmen, the cooper, lying down to sleep in the barn, he heard the noise of fowls; shortly afterwards there was a knocking at the door, and they were surprised by some one crying out, (as Indians usually do) before the door, Ho! Ho! Ho! They being

frightened thereby, each looked out for a good place of shelter, and soon after having escaped, Harmen the cooper ran across the farm towards the house of Schoorsteenveger and crept to the door of the dwelling. He heard a word in the Dutch language, whereupon he entered; found a large fire in Schoorsteenveger's house, and Claes de Ruyter preparing to spit the fowls. Harmen the cooper censuring them, De Ruyter, Pieter Schoorsteenveger's Stephen, and Captain Fyn's Negro servant, answered that they were forced to do it by hunger. Whereupon he replied, that could not be caused by hunger, as they were not long from the Manhattans. De Ruyter requested Harmen to remain silent and that he, on arriving at the Manhattans, would pay for the fowls. Finally, after much talk, Harmen took the hens with him, on the ground, that they belonged to him or his Son in law, but through praying and solicitation, Claes de Ruyter obtained the fowls back, the other day, on promise of payment. Thus done in the Court of the City of Amsterdam in N. Netherland, the 8<sup>th</sup> 9<sup>ber</sup> 1655. was subscribed this X mark made by Teunis Jans van Commel.

Harmen Hendricksen, Cooper, aged 43 years, appeared in the Court of Burgomasters and Schepens and declares the statement of Teunis Jansen van Commel to be true in respect to words aforesaid and confirms him therein. Adij. as above, was signed thus—HK the mark signed by Harmen Hendricksen.

Under Stood:—Teunis Jansen and Harmen Hendricksen aforesaid have made and signed the above declaration in the Court of Burgomasters and Schepens this 8<sup>th</sup> Nov<sup>r</sup> 1655. at Amsterdam in N. Netherland, which certifies

(Signed) Jacob Kip, Secretary.

Monday the 15 Nov<sup>r</sup> 1655. In the City Hall. Present the W. Heeren Cornelis van Tienhoven, Allard Anthony, Oloff Stevensen, Joh. Nevins, Joh: Verbrugge, Jacob Strycker, and Jan Vinje.

The Hon<sup>ble</sup> Petrus Stuyvesant, pltf. v/s Willem Jansen, widower of dec<sup>d</sup> Lyntie Martens, deft. The Honble pltf. entering his demand in writing relative to something belonging to him, as more fully appears by the same. Deft. Willem Jansen appears in Court with Govert Lookerman, and Dirck van Schelluyne as chosen Executors of dec<sup>d</sup> Lyntie

Martens, to whom the written request was read. Deft. Willem Jansen requested copy to answer thereto by the next Court day.

Endorsement: Copy hereof is granted by the Court to deft. and it is further ordered, that two persons be appointed with the Secretary to take, with all despatch, an inventory of all, that has been left by deceased aforesaid and to deliver the same to the Court to take then further disposition therein; and thereto are chosen and commissioned Sieurs Paulus Leenderts Van Grift and Willem Beekman.

Extract to the Commissioners.

Whereas the General Petrus Stuyvesant has requested by petition and documents thereunto annexed, that an inventory be taken of the lands, houses, and other effects of dec<sup>d</sup> Jochem Pt<sup>r</sup> Kuyter \* and of his widow, having married again and being now dead, so that his Honor as well as the other private creditors may obtain justice, the Burgomasters and Schepens have, therefore, found the request fair, and have resolved accordingly as appears here above by the mark.

Allard Anthony, pltf. v/s Samuel Willett and Raef N., defts. Pltf. requests that def<sup>t</sup> be condemned to fulfill a certain contract made with them, for the bringing certain beams of timber here. Defts acknowledge having made the agreement, but they were prevented by troubles with the Indians. Request, that they be released therefrom by arbitration. Pltf. replies: notwithstanding the time has passed, he is content, if def<sup>t</sup> will deliver the timber, so that he may not suffer any loss or interest by the shipping or otherwise. Parties being heard, the Court decides, that parties on both sides shall be held to fulfill their contract and defts. are accordingly condemned to deliver to pltf. the timber according to said contract, on pain, in case of failure, that they shall be held to satisfy and pay all damages, which pltf. may sustain by the non-fulfillment of said contract.

\* Joachem Pietersen Kuyter was a native of Darmstadt, Germany, and had served as commander in the East Indies. Encouraged by the Directors of the W. In. Co. he came to New-Netherland in 1639, bringing with him his wife, servants and live stock, and took up land near Haerlem, four hundred acres, which he called Zegendad (Valley of Blessing). He was appointed Schepen of the City in February, 1654, but was murdered by Indians during the following summer. His widow, Lyntie Martens, married William Jansen, but soon followed her first husband, for in November, 1655, she is mentioned as deceased.—E. O'C.

Skipper Pieter Dircksen Waterhout exhibiting a deduction and request relative to certain 40 ankers of wine in dispute, demands that his witness be examined in Court as to his further declaration. Adriaen Blommaert answers also in writing in the said case. Whereupon it is ordered by the Court, that copy of the papers shall be delivered to parties on both sides, and further, that the skipper shall cause the Secretary or Notary to draw up the witnesses deposition.

Engeltie Hendrix, pltf. v/s Juffrouw van Beeck, deft., demands payment of halfyears wages at £7. the year, is fl. 21., as her master turned her out of the house and restoration of her property which is still therein. Deft. acknowledges to have turned pltf. out the house and sent her away; says she paid for her fl. 50 passage from Holland here and disbursed in Holland fl. 9. Offers to deliver up the goods, when she has paid her the balance. Parties being heard, the Court decides and orders deft. Mde van Beeck to pay pltf., Engeltie Hendrix, her halfyears wages and to deduct only the fl. 9., which were disbursed for her in Holland and further to restore the property which she has belonging to the maid.

Paulus Leenderts<sup>n</sup> Vandie Grift in his quality as Director in the company of the ship *the New Love*, pltf. v/s Joh. Nevius as attorney of Sieur d' Potter, copartner, deft. Pltf. requests, as before, that deft. shall be condemned in his quality to pay the  $\frac{1}{8}$  share in the partnership of the said vessel, according to declaration thereof produced. Deft. persists, as before, and says according to his procuration, that he will swear, in the place of his father in law, that he was a partner only for fl. 300. and not for  $\frac{1}{8}$  part. Requests that the witnesses shall confirm their given declaration on oath. The Court ordered, that deponents be required to confirm under oath, by the next Court day, their given declarations, pursuant to the demand of J. Nevius.

Willem Beeckman, pltf. v/s Herry Herremie, deft., Deft. in default, states that he has arrested deft. personally here in this place on last Monday, and that he departed from his arrest. The Court accorded the 1<sup>st</sup> default.

Schepen Jan Vinje, pltf. v/s Symon Joosten, deft., demands payment of fl. 26. 14. for beer delivered, now 3 years ago, to an Englishman according to his account book. Deft. says, that he well knows, pltf.

delivered some beer to Jan Webbens, an Englishman, but that he spoke to pltf. only as interpreter for Webbens. Denies, that he received the beer for his own a/c or that the same was delivered or accepted as his debt. Pltf. offers to declare under oath that he furnished the beer on the name, at the request and for a/c of Symon Joosten, and that Symon Joosten stands debitted alone on his book therefor; that he does not know the Englishman or ever had any thing to do with him. Parties being heard, deft. Symon Joosten is condemned to pay pltf. the aforesaid fl. 26. 14. saving his guarantee on Jan Webbens.

Gysbert van Imbroecken, pltf. v/s Tennis Krazy, deft. Deft. in default. Pltf. sues for the arrest laid on the rent of deft's house, on a/c of a certain note. The Court declare the aforesaid arrest invalid, inasmuch as deft. is a Burgher here, and the rent is not yet due. They decree only a default.

Gabriel de Haes, pltf. v/s Hendrick van Dyck, as attorney of Nicolaes Meyer. Pltf. persists in his aforesaid demand and produces in verification a declaration made by Franciscus Dias. Hendrick van Dyck says, that pltf. produces a declaration only of a negro, or a young Indian, which in law is invalid. It is therefore not necessary to answer the same. Persists in his aforesaid answer. Burgomasters and Schepens decide, that it is an action, which concerns the Officer. The same is therefore ordered to institute proceedings therein.

Gabriel d' Haes, pltf. v/s Hend<sup>r</sup> van Dyck as attorney for N. Meyer, deft. Pltf. demands payment of fl. 87. 10. for earned wages and disbursed monies, according to a/c. Deft. answering says, pltf. and N. Holstyn have calculated and agreed together that fl. 70. belonged to him of a balance; which 70 gl. he has divers times offered and still offers to pay in good sound Zeawan, inasmuch as no difference of pay was mentioned or fixed. Pltf. acknowledges, in reply, that he agreed with N. Meyer at his departure for fl. 70., but that he agreed for and promised beavers. Parties being mutually heard, the Court by plurality of votes decides and orders, that Hendk van Dyck as attorney of N. Meyer shall pay the fl. 70. in good Zeewan, for which sum the parties have agreed.

Cornelis Schudt, pltf. v/s Adriaen Van Tienhoven, deft. Pltf. demands, as before, delivery of 2 half aems of brandy which were received by deft. into the Company's Store out of the ship the Pear tree. Deft.

shows by declaration of the labourers in the Company's Store, that they delivered the 39 half aems of brandy, which came into the Company's store for pltf. Schut out of the ship the Pear tree. Pltf. denies this. Ordered by the Court, that deponents be cited to confirm their attestations under oath at the next Court day. Meanwhile Schut shall be granted copy of the declaration.

Egbert van Borsum, pltf. v/s Solomon Abelsen, deft. Deft. in default.

David Frere, pltf. v/s Tomas Hall, deft. Both in default.

Joost Goderis, pltf. v/s Nouwe Jansen, deft. Defts. 2<sup>d</sup> default. Pltf's wife appearing demands payment of fl. 36. 10 and as deft. is now twice in default, and the monies are arrested in the hands of Govert Loockermans, requests to be permitted to lift the same. On pltf's request, the Court order, that the said fl. 36. 10. be paid into the Secretary's office, and that pltf. receive the same on security.

Sybout Claessen, pltf. v/s Auke Jansen, deft. Deft. in default.

Johannes Withart, pltf. v/s Hend'k Jansen Smith, deft. Pltf. requests payment of fl. 113. 7. according to judgment rendered by the Court in date 11 August 1653 against the deft. and requests, that he be authorized to receive the monies arrested in the hands of Rynhout Rynhoutsen. Deft's wife appeared in Court: denies the debt. Shews by her a/c that a balance of only 14 gl. is due. The Court persists in the former judgment and authorizes pltf. to receive the arrested monies.

Jan Hend'ks, soldier, pltf. v/s Lourens Duyts, deft. Pltf. demands payment of fl. 200. for tobacco etc. sold on the farm. Deft. says, that the tobacco and what stood on the farm, for which he promised to pay fl. 200. about this time, were wholly embezzled, and that pltf. has now, since his return, seized certain tobacco etc on the farm. Maintains therefore not to be indebted. Pltf. denies such. Deft. was ordered to prove his statement.

Coenraet Ten Eyck, pltf. v/s Jan Carstensen, deft. Pltf. says, he sold deft. some goods to the amount of fl. 204. 8 last year, to be paid in beavers according to obligation, and whereas there has not been any satisfaction to the present time: requests that deft. be condemned to pay the said amount to him in beavers and as he has arrested him here in this case, asks that the arrest be declared valid. Deft. acknowledges the

debt and obligation. Claims to pay pltf. in Zeawan: says he has no beavers at present. Parties being heard, the Court have condemned deft. to pay pltf. the aforesaid sum of fl. 204. 8. according to a signed note, in beavers; and therefore declares the arrest valid, until pltf. shall be satisfied.

Martin Roosemont, pltf. v/s Eldert de Goyer, deft. Both in default.

Luycas Dircksen, pltf. v/s Hend<sup>r</sup>. Hendrix, Drummer, deft. Pltf. demands payment of 16 beavers for Jan Sybrantsen according to handwriting and assignment. Deft. acknowledges to owe Jan Sybrantsen 16 beavers according to handwriting, and that what pltf. exhibits is his obligation and signature. But as Jan Sybrantsen is in Virginia and he has further agreed with him, requests time until his return. Parties being heard, the Court condemns deft. Hendrick Hendrix, Drummer, to pay pltf. the said 16 beavers according to hand writing within one month from date, provided that Luycas Dircksen shall be held to give bail to deft. for all further prosecutions, which may arise on the subject of said handwriting.

Mattheus de Vos, pltf. v/s Jan Geraerdy, deft. Deft. in default. Pltf. requests permission to arrest deft. as he is on the eve of leaving, and is in his debt. The Court consents, that he should arrest deft. and institute his action if he thinks, he has a right.

Jacob Kip, pltf. v/s Dirck Bensigh, deft. In case of arrest. Deft. in default. Pltf. makes known, that deft. departed despite the arrest.

Pieter Dircksen Waterhout, pltf. v/s Aryaen Woutersen, deft., demands fl. 100 for passage from Holland here, according to his masters list, and fl. 16 for freight of a chest. Deft. and his wife appear in Court and answer, that they paid half, being fl. 50. in Holland to Sieur de Langh, whereof the receipt was burnt in these last troubles, and offers to pay the skipper forthwith the remaining fl. 50 in beavers. He maintains he does not owe fl. 16. for freight of the chest. Parties being heard, the Court have condemned deft., to pay the skipper here the balance of 50 fl. in beavers for passage; and further to give sufficient security to hold the same free of cost and damage should it appear hereafter, that the aforesaid fl. 50 were not paid in Holland. As for the claim of fl. 16 for freight of the chest, the pltf's demand was dismissed, as they were only clothing and it was not entered on the bill of lading.

Capt. Fyn appears in Court, requesting authority to execute the judgment of the Court against Luycas Eldertsen. The Court denied the request till further opportunity.

Solomon La Chair requests by petition to be allowed to keep tavern in the house of Teunis Kraey and also to sell wine and beer by the small measure. Endorsement: Petitioner's request is granted.

Aryaen Woutersen having petitioned the Hon<sup>ble</sup> Director General and Supreme Council of N. Netherland for permission to tap; and being referred to the Burgomasters and Schepens presents the said request and persists in his aforesaid petition. Endorsement: Petitioner's request is granted. Done as above.

Hendrick van Dyck appears at the Secretary's office in this city and assigned certain fl. 60. in white strung Zeewan which by the Burgomasters was acknowledged for good Zeewan, and states that fl. 10 thereof are seized or arrested, being in fulfillment of the judgment of the Court dated 15. Nov. in the case between Gabriel de Haes and Nicolaes Meyer. Done this 17 Nov. 1655.

Extraordinary Meeting holden on Thursday the 18<sup>th</sup> Nov. 1655. In the City Hall. Present the Worshipful Heeren Allard Anthony, Oloff Stevensen, Joh. Nevius, Jacob Strycker, and Jan Vinje.

Sieur Joost van Beeck, pltf. v/s M<sup>r</sup> Roger Gillebert, deft. Pltf. prosecutes the arrest issued against the bark the *Flying Deer*, arrived in this port and employed by deft., on account and for the payment of fl. 485. 6. which is due to him the pltf. for and on account of a bottomry bond etc from Cornelis Jansen Coele, who navigated the aforesaid bark, and having sold the same has not yet paid the above. Requesting, that the arrest on the said bark shall be declared valid, until he receive satisfaction for his aforesaid protocol, as the bark is held therefor. Deft. shews by receipt and conveyance, written in English and protocolled and sealed before a Notary in Virginia on the 27<sup>th</sup> April and the 17 Oct<sup>r</sup> last, that he purchased and paid 75 pounds sterling, for the aforesaid bark, the *Flying Deer*, to Jan Whitty in Virginia. Requesting, consequently that the arrest be declared invalid. Pltf. demands copy of the aforesaid acquittance and conveyance, maintains that the same is insufficient, inasmuch as the bark was mortgaged here, whereof the writing is not now

present. The Court grants pltf. copy, to answer thereto by the next Court day, and ordered that he produce his proofs then. Meanwhile the arrest on the aforesaid bark was declared valid until the matter shall be disposed of.

Monday the 22<sup>d</sup> Nov. 1655. In the City Hall. Present the W: Heeren Allard Anthony, Oloff Stevensen, Johan. Nevius, Joh: Verbrugge, Jacob Strycker and Jan Vinje.

Joost van Beeck, pltf. v/s M<sup>r</sup> Gillebert, deft. Pltf. in default. Deft. demands costs, damages and interest, as he lies here, ready to sail, at great expense. The Court decree only default, and allows the deft. to institute any action he may think he has by the next Court day.

Joost van Beeck, pltf. v/s Nicolaes Boot, deft. Both in default.

Jacob van Couwenhoven, pltf. v/s M<sup>r</sup> Gillebert, deft. In case of arrest. Whereas Cornelis Jansen Coele sold to Daniel Barwick, merchant in Virginia, by contract dated 13 August 1654. his certain bark called the *Flying Deer*, whereupon is still due 7800 lbs tobacco, payable in two months after date of the said contract, for which the said Barwick still remains in default notwithstanding he has been divers times applied to in Virginia by attorney therefor; and as the said bark, now lying in port before this city, is specially held for the fulfillment of the same, so he Jacob van Couwenhoven, as attorney for aforesaid Cornelis Jansen Coele, requests that the arrest on said bark be declared good for the payment of the aforesaid remaining merchandize with interest thereon, free of costs and damage. Deft. persists in his answer given in the case of Joost van Beeck, that he bought and paid for the bark. The Court having seen the demand and obligation, declared the arrest on the bark valid and ordered that deft. be granted copy of the papers in the suit to answer thereto in writing by the next Court day.

Sybout Claessen, pltf. v/s Auke Jansen, deft. Defts 2<sup>d</sup> default. Pltf. demands, that deft. be condemned to pay the hire of his house which he occupies, amounting to the sum of fl. 50. The Court condemned deft. in consequenc of his contumacy to deposit the demanded fl. 50. in the Secretary's office within the term of 8 days.

Cornelis Schudt, pltf. v/s Adriaen van Tienhoven, deft. Pltf. demands, as before, delivery of two half aems of brandy which deft.

received in the Company's Store for him from the ship the *Pear-tree*; and that the witnesses be heard, whose declaration Adriaen van Tienhoven has read at the last Court, in order to enquire more fully into the truth of the case.

Adriaen van Tienhoven, pltf v/s Tomas Fredericksen, Adriaen Vincent and Claes Carstensen, defts. To confirm, and if necessary to swear to certain drafted declaration. Tomas Fredericksen only appeared in Court, and says that he has given the aforesaid declaration, that they were fully satisfied by Corns Schut for their wages in working at the brandy; that they had counted the same according to the invoice, but does not know, where the same were delivered.

Adriaen van Tienhoven says: After the last two half aems of brandy were delivered from the Company's Store, pltf's cousin or servant had them brought to the cellar. Requests that he may be heard thereon in his presence in Court.

The cousin, or servant, of Sieur Schut appears in Court: denies in the presence of A. van Tienhoven to have received the last two half aems of brandy, which are missing, but, on the contrary that he had been for them divers times, but could never get them. Pltf. Corn<sup>s</sup> Schut offers in further explanation to declare under oath, that neither he, nor any one on his order had ever received the two half aems of brandy, in question.

Adriaen van Tienhoven being heard thereon, refuses to swear, that he delivered the two half aems in question to Corn<sup>s</sup> Schut, but says they were delivered out of the Company's Store; does not know to whom, as he did not put them on his list, saying, however, that he kept a correct list thereof. Parties being heard, the Court by plurality of votes granted deft. Adr. van Tienhoven still 8 days to bring further proof; or in default thereof, he was condemned to pay to Sieur Schut the two half aems of brandy in question.

Mr. Jacob Huges, pltf. v/s M<sup>r</sup>. Isaac Allerton, deft. Deft. in default.

Daniel Litschoe, pltf. v/s David Provoost, deft. Deft. in default.

Arent Callebuys, pltf. v/s Cornelis Mouritsen, deft. Pltf. demands payment of fl. 14 balance of wages earned on deft's house in the South River [Delaware.] Deft. says, he does not know, if he owes more than fl. 10. 10. to the pltf. Requests proof of balance. Pltf. says, that for

the present he cannot furnish any proof, as he has left the books and a/cs with his agent. Parties being heard the Court condemn the deft. Corn<sup>e</sup> Mouritsen to pay, before his departure from here, to pltf. the fl. 10. 10., which he acknowledges to owe. Regarding the difference of 3½ gl. pltf. is ordered to prove, that they honestly belong to him; when deft. shall be held to pay also the same to him.

Daniel Teneur, pltf. v/s Paulus Leendert Vandie Grift, deft. Pltf. requests, that deft. be condemned, as agent for Sieur Gabrie, to pay what belongs to him, according to the opinion and verdict of arbitrators, of a balance of wages earned on Gabrie's farm. Dft. acknowledges to have agreed and settled by arbitration with pltf. and that according to that, a balance is coming to him, but says, that Gabrie is not bound to pay pltf. any thing according to the writings given to him, deft., thereon, and exhibited to the Court but that pltf. should only reside on the land, at his own expense, without receiving any pay or wages. Requesting, therefore, that pltf. shall be condemned to repay the fl. 166., which he has already received on the agreement of fl. 200. or to prove that he made a different arrangement with the aforesaid Gabrie. Parties being heard, the Court approved the decision of the arbitrators and accordingly condemned deft., Paul. Leenderts., in quality as attorney of Sieur Charles Gabrie, to pay pltf. the money coming to him by settlement, inasmuch as he exhibited no proof to the contrary.

Egbert van Borsum, pltf. v/s Solomon Abelsen, deft. Dft<sup>e</sup> 2<sup>d</sup> default. Pltf. complains that he has arrested deft. here, and that he has departed notwithstanding. The Court Messenger being heard thereon, declares that he arrested here Solomon Abelsen, previous to the last Court day, and now again last week, he being within this City, he summoned him before the Court. And whereas he is twice in default, pltf. was permitted to institute his action. Therefore demands payment of fl. 36 for disbursed expenses. The Court having heard the complaint and demand besides the declaration of the Court Messenger have condemned deft., by virtue of contumacy and departing from his arrest, to lodge with the Secretary of this City, the demanded sum within 24 hours on pain of execution.

Jan Haeckins, pltf. v/s Jan Geraerdy, deft. In case of arrest. Pltf. default. Pltf. complains, that deft. has arrested him here. And

as he is on the eve of his departure and pltf. has not followed up the arrest, requests, that the same be declared invalid. The Court having found the request consistent with justice have, therefore, by virtue of the pltf's contumacy declared the arrest invalid, and released deft.

Jan Geraerdy, pltf. v/s Andries Hoppen, deft. Pltf. demands payment of 518 planks, which belong to him, in liquidation of a/c according to handwriting given the 10<sup>th</sup> of this month. Deft. acknowledges the signature and debt, if it do not afterwards appear that pltf. received more, than he settled for; and says, he agreed, that pltf. should receive the plank from Storm Albertsen. Pltf. denies, that he had so agreed. Requests his pay now either in plank, zeewan or goods; or at least that deft. (as he is about to depart) shall give sufficient security for the payment, as he is willing to wait until the spring. Parties being heard, the Court condemn deft. to deliver to pltf., according to his handwriting, the 518 planks, for which time was allowed him until the ensuing month of May, on condition that he shall be bound to enter sufficient bail for the fulfillment thereof.

Jan Teunis' Kraey, pltf. v/s Isaak Hansen, deft. Pltf. demands payment of fl. 31. 8. Deft. denies being indebted to pltf. Pltf. says that it is for an assignment from Kees. Deft. says, that he also has an assignment from Kees on another, which has not been paid. Parties being heard, pltf. is referred to Kees, his first and lawful debtor, and his demand against the deft. in the matter was dismissed.

Andries Jochemsen, pltf. v/s Pieter Jansen, deft. Deft. in default.

Michael Jansen demands by petition, permission to tap, as he has in this recent disaster been driven off and lost his all, and in addition is an old man with a large family. Whereon was endorsed: Petitioner's request is granted.

Andries Jochemsen, pltf. v/s Claes Claesen, Smith, deft. Pltf's wife appearing in Court says, that Claes, the carpenter, let his house, garden and orchard to deft. according to contract and lease and that he is held to take care of the garden and orchard, but the same is wholly wasted and destroyed by goats. Requests reparation of injuries, done to the apple trees and payment of half a years rent due according to contract and that deft. shall quit the house. Deft. says, that being a Soldier in the Company's Service, he has been to the South, and that the goats mean-

while broke into the garden; the injury having thus occurred he could not prevent it and therefore is not bound to make good the same. On the other hand, Claes, the lessee, promised him the cellar of the great house which he had let to him; and he never had the use of it. Requests, therefore, release from the rent, and says he is not obliged to quit the house. The Court orders that deft. shall produce proof, that he also leased the cellar or that it was promised him when further disposition shall be made in the matter.

Andries Hoppen, pltf. v/s Pieter van Linde, deft. Relative to the former difference about certain inspected tobacco, which he received from Jan Haeckins and which is not good. Requests, that the Court will please to decide the matter as they deem just, as the above named Hakins is now present in this City. Pieter Linde declares as before, that he inspected the tobacco conformably to his oath and instructions, when Hakins requested him. And maintains, he is not bound to make any reparation. The matter in question being further examined, the Court released deft. Pieter van Linde from the claim for compensation of the tobacco in question. But should Andries Hoppen have any action relative to the tobacco, he may institute the same against those who sold and delivered him the same.

Myndert the Cooper, pltf. v/s Jan Rutgersen, deft. Both in default.

Joost van Beeck appeared in Court requesting revision of the judgment pronounced by the Court in the matter about his maid servant. Petitioner's request is granted and he is ordered to institute the same by the next Court day.

Engeltie Hendrick appearing in Court requests, that the judgment against Joost van Beeck may be enforced and executed. But inasmuch as revision of the case is granted to Joost van Beeck, she was deferred until the matter should be further disposed of.

Cornelis van Ruyven, pltf. v/s Cornelis Teunissen, deft. Pltf. demands payment of fl. 300, which, on advice, he disbursed last March, and that with interest thereof. Deft's wife appearing in Court, acknowledges the receipt, but says, she received a letter from Holland from her friends, whereby her own inheritance belongs to her, and that pltf. has those letters. Requests restitution of said letter. Pltf. exhibits, by deduction, an explanation of the matter and requests, that the oxen be

provisionally delivered to him, as he has paid for the same, and is bound to another for the delivery thereof; as the oxen cost fl. 240. he offers, after receipt thereof, in consideration of deft's low circumstances, to give her then fl. 40. to make an even sum, and to enter sufficient bail for the restoration of said letter. The Court having examined the papers condemn deft., Cornelis Teunissen, to deliver the oxen to pltf. or his order on the production or exhibition hereof, and that in deduction of the monies disbursed.

Lourens Duyts presents certain declaration relative to the case on last Court day brought before the bench, against Jan the Soldier; and whereas parties have not summoned the other side, no disposition is made in the matter.

Adriaen Blommart presents again the papers which were delivered in on the last Court day, on which there was only a small note. Thereupon it was resolved, that copy of the marginal note be furnished to the skipper Piet<sup>a</sup> Dircksen; and ordered, moreover, that parties shall deliver in, by the next Court day, what they have further to produce in this matter, when the merits of the case shall be disposed of.

Whereas the Schout is not present to take, pursuant to the order of last Court day, the declaration on oath in behalf of Paulus Leenderts Vandie Grift in the case in question against J: Nevius as attorney for Potter, the decision was, therefore, postponed to the next Court day.

Andries d'Haes appeared before the Secretary and raised the fl. 60. in Zeewan, which was deposited by Hendrick van Dyck as attorney for Nicolaes Meyer according to judgment. This 23 Nov. 1655.

Extraordinary Meeting holden on Tuesday Morning, 23<sup>d</sup> Nov. 1655. In the City Hall. Present the W. Heeren Allard Anthony, Oloff Steven- sen, Joh: Nevius, Jacob Strycker, and Jan Vinje.

M<sup>r</sup> Gillebert, pltf. v/s Jacob van Couwenhoven, deft. Pltf. appeared, with his interpreter, David Provoost, in Court; requesting that, inasmuch as he is lying here at great expense with the bark *The Flying Deer* (which has been arrested by deft. Jacob van Couwenhoven) as well as with his Galleot, the Court may be pleased to grant him, on both these accounts, quick despatch in the said case of arrest; exhibiting, as before, that he bought the bark from Jan Whitty and paid him, and that the

same promised to rid him of all claims. Deft. persists in his former plea that the bark is specially mortgaged for the payment of 7800 lbs tobacco and is therefore answerable. The Worshipful Court having heard and examined the matter in question between the parties and the papers produced in the case; find that the aforementioned yacht *The Flying Dutchman* bound by a special contract before the Notary Schelluyne, dated August 1654, in special mortgage for the payment of 7800 lbs of tobacco and the arrest of the said yacht was consequently declared valid, and ordered that the said yacht shall remain here; or otherwise that M<sup>r</sup> Gilbert shall enter sufficient bail here, for the behoof of Jacob van Couwenhoven for the aforesaid his claim. Saving the aforesaid M<sup>r</sup> Gilbert's guarantee against those, from whom he purchased the abovesaid named yacht. Thus done and adjudged at the Court of the Burgomasters and Schepens, this 23<sup>d</sup> Nov. 1655. In the City Hall at Amsterdam in New Netherland.

Monday 29. Nov. 1655. In the City Hall. Present the Worshipful: Heer Cornelis van Tienhoven, Allard Anthony, Oloff Stevensen, Joh: Nevi Joh: Verbrugge, Jacob Strycker, and Jan Vinje.

Hendrick Hendricksen, Tailor, pltf. v/s Lubbert van Dincklaer, deft. Deft. in default.

Joost van Beeck, pltf. v/s Jacob van Couwenhoven, deft. Deft. in default. Pltf. hands in by his servant certain request and documents. Whereupon it is Ordered: That deft. shall be granted copy thereof answer thereunto by the next Court day.

Joost van Beeck, pltf. v/s Nicolaes Boodt, deft. Deft. in default.

M<sup>r</sup> Jacob Huges, pltf. v/s M<sup>r</sup> Isaak Allerton, deft. Pltf. demands payment of 1½ beaver for curing his son's servant man, employed aboard the ketch, for which deft., M<sup>r</sup> Allerton, has promised payment; and whereas he is unwilling, claims costs. Deft. says, he is not bound to pay for his son. Denies, that he promised to pay for his son and maintains also that he has not earned so much. Parties being heard the Court orders pltf. to prove that Mr. Allerton the Elder, has promised to pay the 1½ beavers for his son; or in default thereof to wait, until young Allerton shall appear in person.

Sybout Claesen, pltf. v/s Auke Jansen, deft. Defts 3<sup>d</sup> default.

Pltf. persists in his demand handed in on last Court day. And requests, that deft. be condemned to pay him the aforesaid claim of fl. 50 for rent, with costs. The Court finding, that deft. was summoned at three several times and is each time in default; has, therefore, condemned the same, by virtue of contempt, to pay the demanded sum of fl. 50. within 8. days, with costs, on pain of execution.

Mattheus de Vos, pltf. v/s Jacob van Corlear, deft. In case of arrest. Pltf. demands payment of fl. 300. receivable in Holland with interest thereon for monies disbursed here to be paid in Holland according to draft, and not received. Requests that arrest be declared valid, until it be satisfied. Deft. says, pltf. never notified, nor spoke to him of the matter. Requests copy of the demand and time till the next Court day to answer thereunto in writing, and that the arrest be declared valid. Parties being heard, the Court granted deft. copy, and declared the arrest valid. But deft. consented to put in sufficient security for the demand.

Pieter Tonneman, pltf. v/s Jacob van Dale, deft. Deft. in default. Pltf. prosecuting the arrest of three hhds. of tobacco in the hands of Jan Peeck, requests that the arrest be declared valid. Claims by a/c 350<sup>lbs</sup> of tobacco. The Court decree the 1<sup>st</sup> default, and declare through contumacy, the said arrest valid.

Jacobus Crap, pltf. v/s Jacob van Dale, deft. Deft. in default. In case of arrest on the tobacco remaining with Jan Peeck, claiming 400<sup>lbs</sup> of tobacco. The Court decree the first default, and declare thro' contumacy, the said arrest valid.

Jacob van Couwenhoven hands into Court some documents against Joost van Beeck, whereupon it is ordered, that Joost van Beeck shall be furnished with copy thereof, to answer thereunto by the next Court day.

Claes de Langh, Serjeant, pltf. v/s Stoffel Hoochlandt, deft. Deft. in default. Pltf's wife appeared in Court, stating that deft. received certain goods from the mother of a soldier named Verhaalen sent from Holland; that said Verhaalen owes her about 15 gl. Requests, that deft. be condemned to pay her out of said goods, as the aforesaid Verhaalen has deserted. The Court granted first default and decided, that the Officer shall inform himself about the matter.

Andries Jochemsen, pltf. v/s Pieter Jansen, deft. Defts 2<sup>d</sup> default.

Pltf's wife appearing in Court, demands payment of 18 gl. or 150 s of firewood for wages earned four years ago. The Court condemns for his contumacy to deposit the demanded sum of 18 gl. within 8 with the Secretary.

Andries Hoppen, pltf. v/s Jan Haeckins, deft. Pltf. says, deft. him certain tobacco as good @ 6 stiv. the lb., whereof two hogsh have turned out unsaleable. Requests the aforesaid tobacco be n good. Deft. says, he sold the tobacco and had allowed the same t inspected and it was declared good. Denying the allegation of pltf. tive to the disputes regarding it, and maintains he is not bound to n any compensation as the time is long gone by. Parties being heard. Court decides, as Andries Hoppen, when he received the toba received it in payment as good, and before he accepted it could might have examined and inspected it, to see if it were unsound, th shall retain the tobacco and therefore his further claim in this matt dismissed.

Isaack Hansen, pltf. v/s Jan Hend'k the Swede, deft. Bot default.

Jannetie Melyns, pltf. v/s Capt. Pos, deft. Deft. in default.

Cornelis Schellinger, pltf. v/s Capt. Pos, deft. Deft. in default

Wolfert Webber's Wife, pltf. v/s Aryaen Woutersen, deft. A two books, which pltf's little daughter received, being a captive an the Indians; and were wrongly taken from her by deft's wife. quests, that said books be placed in the hands of the Court until decided, who has a right to them. Deft. says, they were his books be the late troubles with the Indians, as it appears by handwriting the Requests that the same be adjudged to him as his property. The C orders, that deft. shall deposit the said two books in question with Secretary to be then further disposed of, as shall be found proper.

Whereas process is moved by Willem Jansen, soldier, pltf. co Jochem Beekman, Burgher of this city, relative to a certain quarre between the parties, the Burgomasters and Schepens of this City ha examined the papers and proofs produced on both sides, find that Willem Jansen, because deft's boy chased a hen out his garden, assau and sorely beat the said boy; struck also deft's wife; tore the coat her back and finally beat deft. himself—and that, on the other han

appears by some witnesses that deft. drew a knife—by others again, not. Therefore, after mature deliberation, it is decided and ordered, that parties shall not any further molest each other on this account, and moreover that each party shall pay his own costs.

Adriaen Keyser requests by petition, whereas he has some difference with Jacob Haey, which the Court was pleased to refer to Pieter Jacobs Buys and Cornelis Steenwyck and whereas Cornelis Steenwyck is now gone away, that the Court would please to appoint another in his stead. Whereupon is endorsed: Whereas Cornelis Steenwyck has left the country, therefore in his place Sieur Abram Nichels is commissioned with Pieter Jansen Buys to dispose by arbitration of the question between the parties, or in default to deliver in a report to the Board.

Burgomasters and Schepens having seen and examined the matter in question between schipper Pieter Dircksen Waterhout and Adriaen Blommart, and the papers delivered in to Court by parties relative to certain ankers of brandy find that it is an affair, which appertains to Cornelis van Tienhoven in quality as Fiscal. Therefore have referred the parties to the Honble. Director General and Supreme Council to be disposed of by them as to them shall seem meet.

The Honble. Petrus Stuyvesant requests by petition relative to the inventorying the goods of dec<sup>d</sup> Jochem Pt<sup>r</sup> Kuyter and Mde Lyntie Martensen. Was endorsed: The Court having attended to the request, orders Secretary Kip to repair this afternoon with the Commissioners Paulus Leendert van Grift and Willem Beeckman to take an inventory of the property left behind and to order Willem Jansen to place the property in the hands of the Commissioners: If the Commissioners are prevented by their business, the same must at once be commenced and the Secretary is authorized to inventory and mark the goods provisionally in the presence of two honest men, in order that the creditors may have rightfully their own.

The two books in question between Webbers Wife and Aryan Woutersen are deposited according to order with the Secretary this date 29 Nov. 1655.

On the 3<sup>d</sup> December 1655, appeared before the Secretary of this City of Amsterdam in New Netherland, Sieur Abraham Nichels, free trader

here, and declared to constitute himself bail and principal for the c which Piet<sup>r</sup> Dircksen Waterhout, actual skipper of the ship *New Amsterdam*, has on the person of Aryaen Woutersen on a/c of 50 gl., which Aryan Woutersen, is to pay in Holland for his freight and passage according to judgment of the Court of this City dated 15<sup>th</sup> Nov. last; and in hereafter it may happen that the said 50 gl. shall not be paid in Holland the aforesaid Sieur to advance and pay with all costs damage and interest thereon, binding himself to this purpose in person and goods, non-accepted, subject to all courts. In testimony whereof is this signed by comparant. Done as above at Amsterdam in N. Netherland.

Abram Nickel.

Monday 6<sup>th</sup> Decemb<sup>r</sup> 1655. In the City Hall. Present the Heeren Allard Anthony, Oloff Stevensen, Joh. Nevius, Joh Verbruggen, Jacob Strycker, and Jan Vinje.

Allard Anthony, pltf. v/s Adriaen Keyser, deft. Deft. in default. Cornelis Schudt, pltf. v/s Geurt Kraey, deft. Both in default.

Isaak de Foreest, pltf. v/s Dirck van Schelluyne, deft. Deft. in default. Pltf. makes his demand for the payment of 52 beavers for sold in the Town of Midwout. Deft. proposes in writing exception renvoy. The Court decides, that the proposed exception cannot be maintained in this case. The first default was therefore granted against

Mr. Gysbert, pltf. v/s Jacob van Corlaer, deft. In case of arrest. Both in default.

Cornelia Schellinger, pltf. v/s Andries Pos, deft. In case of arrest. Deft. appeals to his competent Judge on Staten Island. Denies he is arrested. The Court Messenger being heard thereon, declares that he is arrested and summoned here Capt. Pos on the part of Cornelia; whereas it is in case of arrest, the Court decide, that deft. is amenable to this Bench, and consequently that the question must be tried before this Court. Thereupon pltf. complains of force and violence, suffered from deft. First that he detains her cattle and will not let these go, kills them and delivers them to the Man of War: And that he also alienated stone and other goods. Requests, that deft. shall show, what authority he acts, and retains the property of the Honble. Lord of Capelle and disposes thereof. Deft. Pos says, he has order

authority from the Hon<sup>ble</sup> Lord vander Capelle and is not bound to shew it to pltf. Pltf. says, whereas deft. asserts, he has power and orders from the Hon<sup>ble</sup> Lord vander Capelle, that she has an obligation, which she exhibits to the Court for the sum of fl. 1500 with interest at 6 per cent. dated 16. August 1653, which he is also bound to satisfy, inasmuch as he seizes and alienates the cattle which by the aforesaid obligation are specially hypothecated therefor. Deft. maintains, that those, who signed the obligation, are bound to pay the same. Pltf. says, that after writings were passed by form of exchange for the aforesaid sum on the Hon<sup>ble</sup> Lord vander Capelle, his Lordship would not pay it. Looking, therefore, to the mortgage on the effects of the Lord Van der Capelle, requests accordingly, that deft. be condemned to sequester the said monies or cattle, and not to alienate the same before she be satisfied, as the money belongs to her children and orphans. Parties being heard, the Court find by the aforesaid obligation, that the cattle and effects of the Honble Lord van der Capelle are specially mortgaged for the satisfaction of the same. They therefore, decide, that pltf. shall exhibit in Court on the next day of meeting the written answer of the Lord vander Capelle, on which the bill of exchange is drawn; in the meanwhile to summon the signers of the obligation for the same time, to shew by what power they have pledged the effects of the Hon<sup>ble</sup> Lord van der Capelle. In the interim, deft. Andries Pos is ordered not to alienate nor estrange the effects of Lord vander Capelle.

Cornelia Schellinger appears again in Court with Capt. Pos, demanding of said Pos delivery of her one cow, which he has not yet delivered, saying she has agreed with Pos, that he should have one third of the cattle, which he brought for her, and that he, Pos, for his share, killed a whole ox, and she cannot get her cow. Deft. acknowledges the same and promises to deliver the cow to the pltf., as soon as he has an opportunity, saying that it was not favorable weather. Offers in case the said cow has strayed away, to deliver another in its place. The Court orders that deft. shall deliver pltf's cow on the first fair wind and weather; if possible within the time of 8 days.

Hendk Hendrixx, Tailor, pltf. v/s Lubbert van Dincklage, deft. Both in default.

Andries Jochemsen, pltf. v/s Pieter Jansen, deft. Pltf. in default.

Deft's wife appearing in Court, says, her husband is now a whole month on the farm and he could not, on that account, come last Court day. Acknowledges, to owe pltf. for some wood, but that she had divers times said, he should draw from the Shore. Complaining, that pltf. has taken away two skepels of wheat, which she had at W<sup>m</sup>. Beeckmans Mill to be ground. The Court allowed only first default against pltf.

Nicolaes Verleth, pltf. v/s Helletie Jansen, deft. Pltf. requests restitution of two halfmoons with pearls, a large iron pot, a new coverlet and some iron work of the barn, which belonged to him before the trouble with the Indians and bought from them by the deft: On condition of paying, what she gave for them. Deft. says, pltf. can get back what ironwork there is. Acknowledges to have had two halfmoons with pearls, which she sold for fl. 40. saying that one was given to her by a captive among the Indians, and that she bought the other for 8 stiv. Also that her husband bought a coverlet from the Indians for cloth for a garment; besides a heavy iron pot and an old cloth coat for a cloth pilch also, but maintains she is not bound to restore the same to pltf. Parties being heard, the Court decide and order, that deft. shall deposit with the Secretary of this City the goods of pltf., which she has had from the Indians; and that within 3 days, then to be disposed of as to justice shall appertain.

Michel Poulisen, pltf. v/s Anthony Gil, deft. Deft. in default. Pltf's wife appearing in Court, prosecutes the arrest served on Jacob van Couwenhoven for what deft. and his partner have with him; for delivery of wood belonging to her. The Court pronounced the arrest valid by virtue of contumacy.

Adriaen Keyser communicates to the Court the decision of the commissioners relative to the difference of a/c between him and Jacob Haey, with request that the Court would be pleased to approve the same.

Fiscaal Tienhoven requests Copy of the decision, which was granted him by the Court and therefore postponed.

Cornelis Schudt, appearing in Court [requests], that the Court would please deliver judgment in the matter in question against Adriaen van Tienhoven for two half ankers of brandy. The Court decide; whereas Adrian Van Tienhoven has not exhibited any proof to this day, according to order of the 22<sup>d</sup> Nov: where or to whom he has delivered the two half

aems of brandy in question, he is bound to pay the same to Cornelis Schudt, according to previous judgment.

On the revision of the judgment against Joost Van Beeck at the suit of the maid Engeltie Hendrix is endorsed: On the complaint and petition of Engeltie Hendrix presented in Court, the Bailiff is authorized duly to execute the rendered judgment.

Pieter Rudolphus requests by petition, that he may on bail remove the property arrested in hands of Abram Nickels in the claim of Jacob de Long. Whereon was endorsed: Petitioner having stated, how much is due him by Jacob de Long, disposition shall be made in this matter. Meantime the arrest is declared valid.

Aryaen Woutersen appeared in Court with his wife relative to certain two bibles, which are deposited with the Secretary according to order of last Court day, which matter is deferred to next Court day.

Jannetie Melyn appeared in Court complaining against Andries Pos for alienating and making away with her property. The Complainant was ordered by the Court to enter her complaint duly in writing, when it shall be disposed of.

Mattheus de Vos appeared in Court complaining, that Jacob van Corlaer, whom he had summoned on the last Court day, has fled and absconded from his arrest, and therefore has not appeared on the appointed day, conformably to the decision of the W. Court. Therefore the Court administering justice condemn the abovenamed Jacob van Corlaer, deft., as they hereby do, to pay pltf. all such fl. 300. as Mattheus de Vos furnished deft. here in N. Netherland, as appears by defts handwriting, and that with interest and costs incurred hereon.

Pursuant to order of date 15 Nov. last relative to the matter in question between Paulus Leenderts van Grift and Johannes Nevius, concerning the co-partnership in the little craft the *New Love*, the witnesses are called into Court and Govert Loockermans and Jacob van Couwenhoven appeared, who confirmed their rendered declaration in Court with a solemn oath. Done etc.

Monday 13 Decemb<sup>r</sup> 1655. In the City Hall. Ordinary Meeting. Present the W: Heeren Allard Anthony, Oloff Stevensen, Johannes [Nevius], Jacob Strycker, Johannes Verbrugge, and Jan Vinje.

Jannetie Melyns, pltf. v/s Capt. Andries Pos, deft. Relative to difference about certain cattle, which pltf. has on Staten Island and which deft. prevents her bringing hither; and also that deft. appropriates, what pltf. still owns there, whereby she suffers great damage. Whereas circumstances do not admit fully to establish the matter in question with proof of what the parties allege, the Burgomasters and Schepens have referred the case in dispute between parties to two impartial Arbitrators, whereunto were requested and commissioned Sieurs Paulus Leendertsen Van die Grift and Govert Loockermans, who are hereby authorized to decide the difference of parties, after the examination of the question, according as they in equity shall consider proper, but if they cannot reconcile parties, they shall report in writing their opinion of the case to the Board. Done as above.

Allard Anthony, pltf. v/s Adriaen Keyser, deft. Pltf. sues on a Note dated 19 Sept: 165- for the sum of 21 beavers and a book a/c of fl. 47. 19. He has received, thereon, a Yawl for fl. 100. Zeewant, 14 lbs of meat and 9 lbs of pork. He demands payment of the balance, with damages and costs. Deft. acknowledges the note and book debt; thereupon he has delivered the yawl @ fl. 100., 14 lbs of meat and 9 lbs of pork @ fl. 7. 18; he says, he has paid Cornelis Melyn fl. 147 according to assignment made by Cornelis Melyn on Allard Anthony dated 10 Sept. 1652. Pltf. replying says, he did not accept the assignment of Cornelis Melyn. Denies having received the goods entered thereon. The Court condemn deft., Adriaen Keyser, to satisfy pltf. for the balance of the note and book debt within the term of 14 days, with costs, provided it does not appear, that pltf. accepted the assignment; saving to Adriaen Keyser his guarantee against Cornelis Melyn, to whom he has advanced the aforesaid fl. 147. Done, as above.

Whereas Johannes Nevius, as attorney of his father in law Cornelis de Potter, requests and is allowed rehearing of the judgment rendered by the Court of this City, dated 18<sup>th</sup> Dec: 1654, concerning the matter in question relative to the payment of  $\frac{1}{5}$  part or share in the copartnership of the vessel the *New Love*, required by the Directors thereof, the Court of this City having examined at divers meetings, the matter, in case of reconsideration, find by the declaration of three credible persons, collated and sworn to in Court, in presence of party, that Cornelis d' Potter has

been a Partner in the said Ship and Equipage thereof for one two twenty fifth part or share, and that nothing is shewn or exhibited by the aforesaid Nevius, to the contrary, except that his father in law writes and denies being a partner for more than the sum of fl. 300. They have, therefore, persisted in the previous judgment and accordingly condemn, as they hereby do, the above named Johannes Nevius, in his quality aforesaid, to hand over and pay the aforesaid  $\frac{1}{5}$  part or share in the copartnership, to Paulus Leenderts, vandie Grift as attorney for the Directors of the Association of the aforesaid little ship.

Paulus Leendert<sup>a</sup> vandie Grift appears in Court in quality of attorney for Sieur Charles Gabrie, requesting revision of the judgment rendered on the 22<sup>nd</sup> Novemb<sup>r</sup> last in the case of Daniel Teneur. Which is granted him and he is ordered to institute the same on the next Court day.

Isaack de Forest, pltf. v/s Dirck van Schelluyne, deft. Pltf. demands payment, according to contract, for the purchase of land in the village of Midwout, and is prepared to deliver the deed and conveyance; with costs, damages and interest. Deft. being absent, answers in writing, in which he mentions that some of the conditions, enumerated in the contract, are still unfulfilled. The Court having heard the request and written reply order deft. Schelluyne to report the unfulfilled conditions, which he says are mentioned in the contract, and whatever he has further to pretend, and that by the next Court day on pain of forfeiting all further right. Done as above.

Jacob Schellinger, pltf. v/s Jacob van [Couwenhoven]. Deft. in default.

- Jacob Schellinger, pltf. v/s Lubbert van Dincklage, deft., requests, that deft. shall shew, pursuant to order of the last Court day, by what authority he has mortgaged the property of the Honble. Lord van der Capelle according to their signed obligation. Deft. Dincklage answers that he has writings of the Hon<sup>ble</sup> Lord to do the best with his goods and effects, but that neither he nor any person, who signed the obligation, has had particular authority to mortgage here the property of Lord Vander Capelle, but that he had bought and consequently marked altogether the cattle and other things, which the obligation arises from. The Court order pltf. Schellinger to produce by the next Court day further proof, when other disposition shall be made. Done as before.

Adriaen Blommaert, pltf. v/s Tomas Hall, deft. Deft. in default.

Hendrick Hendrickx, Tailor, pltf. v/s Lubbert van Dincklagen, deft. Pltf. demands payment of the sum of fl. 600. on a note, dated 13 March 1651. and, apart, the sum of fl. 124. 6. on a/c for making clothes and monies disbursed. Deft. acknowledges the signature and obligation of the demanded fl. 600. but regarding the fl. 124. says the same is too much. Parties being heard, the Court have condemned deft. Lubbert van Dincklage to pay, 'according to obligation, the aforementioned sum of fl. 600. Regarding the fl. 124. 6. in question for making clothes and disbursements, parties were referred to two arbitrators and have thereto invited and commissioned Aldart Coninck and Andries van der Sluys, tailors in this city to examine the a/c of pltf. and if possible to reconcile parties thereupon, or in default thereof to communicate their opinion in writing to the Board.

Jan Rutgersen, pltf. v/s Andries de Sweet, deft. Both in default.

Jacob van Couwenhoven, pltf. v/s Claes Jansen Ruyter, deft. Both in default.

Teunis Kraey, pltf. v/s Jacob Clomp, deft. Deft. in default. Pltf. prosecutes the arrest of what is in the hands of Hendrick Drummer for the sum of fl. 62. and whereas deft. is in default, the arrest was provisionally declared valid in consequence of contumacy and the pltf. ordered to summon the deft. again.

Johannes Withart, pltf. v/s Cornelia Schellingers, deft. Both in default.

Judith Verleth, pltf. v/s Tryntie Heymans, deft. Deft. in default. Pltf. appearing in Court, prosecutes the arrest served on Wolfert Webbers for grain of Tryntie Heymans which is there. Requests, that the arrest shall be declared valid by virtue of an obligation dated 8<sup>th</sup> June 1655, signed by said Tryntie Heymans for the sum of fl. 47. The Court, having seen the aforesaid obligation, have declared the arrest valid by reason of contumacy.

The Heer Oloff departs.

Pieter Rudolphus appears in Court requesting by petition, that the arrest on the goods of Jacob de Long remaining in the hands of A. Blommart, be declared valid. Whereon was endorsed:—Ordered by the Court, petitioner shall produce proof, that Jacob de Long has received

the sugar for the goods given by him, when further disposition shall be made herein.

On the complaint of Engeltie Hendricksen and the written relation of the Bailiff Schelluyne, relative to the judgment rendered in Court by the Bench against Joost van Beeck: The Court again adjudge, that the sentence shall be enforced without delay and therefore order, that Officer C. van Tienhoven shall assist the Bailiff in the execution of the said sentence.

Capt François Fyn appears in Court requesting issue of execution in the judgment against Luycas Eldertsen. Whereon was endorsed:— At the request of pltf. the Bailiff is authorized duly to execute this judgment

Nicolaes Verleth appeared in Court, requesting that Helletie Jansen be constrained to deposit the property belonging to him, which she bought from the Indians, pursuant to decision of the Court, dated 6 [Dec: last]. And whereas the above named Helletie Jansen is not now present nor has deposited the goods according to said decision, the Court has condemned the said Helletie Jansen to deposit, pursuant to aforesaid decision, with the Secretary of this City, the said goods, within 24 hours herefrom; or in default thereof, the Bailiff was authorized to execute the same. Done as above.

Whereas Christmas is at hand, the Court resolve and order that, according to the custom of our Fatherland, no ordinary Courtday or Meeting shall be held for 8 days after Christmas.

Saturday 31<sup>st</sup> Decem<sup>br</sup> 1655. In the City Hall. Present the W: Heeren Cornelis van Tienhoven, Allard Anthony, Oloff Stevensen, Jacob Strycker, Johannes Verbrugge, and Jan Vinje.

The Superscription of the letter from the Director General and Supreme Council was—

Honourable, right faithful The Schout, Burgomasters and Schepens of the City of Amsterdam in New Netherland.

The Contents:

Honourable, Right faithful,

This serves only as accompaniment of the enclosed Ordinance which is sent to your Honors in all haste, to publish and affix the same accord

ing to its tenor. Herewith, Honorable, beloved, faithful shall we Com-  
mend you to God's protection and remain

Your Honors' affectionate Friends

The Director General and Council of N. N.

Signed, By Order of the Same,

C. V. Ruyven

Secretary

Done Amsterdam, in N. Neth<sup>d</sup>

this last of December 1655.

Follows the Ordinance.

The Director General and Council of New Netherland. To all those  
who shall see or hear these read—Health.

Whereas experience has manifested and shewn us, that on New Year's  
and May days much Drunkenness and other irregularities are committed  
besides other sorrowful accidents such as woundings frequently arising  
therefrom, by Firing, Mayplanting and Carousing, in addition to the  
unnecessary waste of powder, to prevent which for the future, the Direc-  
tor General and Council expressly forbid that from now henceforward  
there shall be, within this Province of New Netherland, on New Years  
or May Days, any Firing of Guns, or any Planting of May Poles, or any  
beating of Drums, or any treating with Brandy, wine or Beer; and all  
such & greater dangers & mischiefs to prevent, a fine of twelve guilders  
shall be imposed for the first offence; double for the second, and an  
arbitrary Correction for the third—to wit one third for the poor, and one  
third for the Officer and one third for the Informer. Further, all Subal-  
tern Courts of Justice within this Province are hereby Ordered to Cause  
this to be Published and affixed at the usual place and promptly to exe-  
cute it. Done, at the Fortress Amsterdam, in New Netherland, this last  
of December A<sup>o</sup> 1655.

Understood,

By order of the Hon<sup>ble</sup> Lord D<sup>e</sup> Gen<sup>l</sup> and

Supreme Council of New Netherland,

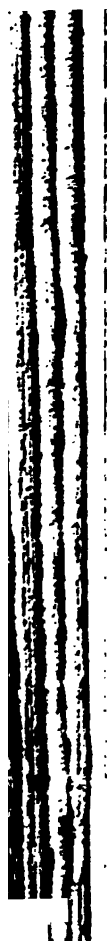
C. V. Ruyven, Secretary.

Pursuant to the letter addressed to the Schout, Burgomasters and  
Schepens of the City of Amsterdam in N. Netherland, this foregoing  
Ordinance is published and affixed, this last of December 1655, after pre-

vious Ringing of the Bell of the City Hall of this aforesaid City. Done  
as above.

By Order of the Schout, Burgomasters and Schepens  
of the City Amsterdam in New Netherland.  
Jacob Kip, Secretary.

END OF VOLUME I.





7.

This book should be returned to  
the Library on or before the last date  
stamped below.

A fine is incurred by retaining it  
beyond the specified time.

Please return promptly.

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